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PROCUREMENT STREAMLINING



Streamlining Purchasing Manual

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DEFINITIONS

DOR - Department of Revenue

DWD - Department of Workforce Development

IDOA - Indiana Department of Administration

IN-ARF (Indiana Association of Rehabilitation Facilities) - Qualified Nonprofit Agencies for Persons with Severe Disabilities; providing products and services from various work centers.

Increased Delegation - A secondary level delegation of purchasing authority granted to agencies under the Streamlining Program based on a high level of performance and adherence to requirements, allowing agencies to initiate procurements up to an estimated dollar amount of \$75,000. Purchases up to \$25,000 may be completed and paid for by claim voucher; purchases \$25,000 to \$75,000 must be submitted to the IDOA Procurement Division for review and award of a purchase order.

Open and Close Dates: The Open Date refers to the approximate date and time that a solicitation is sent out or made available to prospective bidders. The Close Date refers to the date and time that bidder responses must be returned. Each of these is a data field that must be completed by the procurement agent or designee when creating a Request for Quotation in PeopleSoft.

PEN (Prison Enterprise Network) **Products** - Supplies and services produced or manufactured by the Department of Correction.

PS (PeopleSoft) - The State of Indiana's purchasing software.

QPA (Quantity Purchase Agreement) - A contract established for repetitive purchases requiring the vendor to adhere to set pricing for the term of the contract; usually for one year, renewable for a total of four years.

RFQ (Request for Quotation) - The document used for soliciting quotations from bidders.

SDO (Special Disbursing Officer) - The officer is given an advance of state funds to be deposited in a checking account with permission to pay for certain types of purchases within single purchase limits. The account is reimbursed as needed by the Auditor of State.

“Search Catalog” Requisition - A request for the purchase of items from PEN Products, IN-ARF work centers, or QPA contracts, created using the Search Catalog function in PeopleSoft eProcurement.

SOI - State of Indiana

Solicitation Package – The package of standard forms (including the Request for Quotation form) required when soliciting bidders for purchases \$2,500 and above, **or if a contract is \$500 or above.**

SOS - Secretary of State

“Special Request” Requisition - A request for the purchase of items and/or services not available from the PeopleSoft eProcurement catalog, created using the Special Request link.

Standard Delegation - The initial delegation of purchasing authority granted to agencies under the Streamlining Program, allowing agencies to initiate procurements up to an estimated dollar amount of \$25,000. Purchases up to \$5,000 may be completed by issuing a purchase order through PeopleSoft and paid for by claim voucher or SDO; purchases \$5,000 to \$25,000 must be submitted to the IDOA Procurement Division for review and award of a purchase order. All contracts **MUST** be sent to IDOA/Procurement Division for signature and processing.

UNSPSC - United Nations Standard Products and Services Code; a category-coding system used for the classification of goods and services.

IMPORTANT GENERAL INFORMATION

FINANCIAL DISCLOSURE STATEMENT

The State Ethics Commission requires that all State of Indiana procurement agents complete a Financial Disclosure Statement (SF 40876) each year. The form may be completed online, and is available at <http://www.IN.gov/ethics/forms/FDSnotice.html>. It must be completed and filed with the Commission no more than sixty (60) days from the training session date where delegation of authority is granted. The State Ethics Commission will contact procurement agents each year thereafter. Questions regarding this requirement should be directed to Timothy J. McClure, Director, at (317) 232-3950.

A charge of \$10.00 per day will be assessed for Financial Disclosure Statements received past the 60-day deadline.

SHIPPING TERMS

The State of Indiana does not accept any shipping terms other than FOB Destination. Shipping costs may be included in quotations, but the seller must maintain responsibility for the products or items during transit. Bidders indicating other shipping terms, such as FOB Origin, must be asked to honor the State's policy. If the bidder refuses, the IDOA Procurement Division Director of Purchasing must be contacted for approval before considering the quotation for an award. Listed below are some of the more common shipping terms and their definitions.

FOB Destination – Free on Board Destination. The seller maintains responsibility for the goods until they are delivered and accepted. (Acceptable with no approval.)

FOB Point – Equivalent to FOB Destination, sometimes also called FOB Shipping Point. (Acceptable with no approval.)

FOB Origin – The buyer accepts responsibility for the goods at the time they are transferred from the seller to the courier. (Never acceptable.)

FOB PPD & ADDED – Free on Board, Pre-Paid and Added. Shipping costs are pre-paid by the seller and added to the cost of the purchase. The seller maintains responsibility for the goods until they are delivered and accepted. (Accepted in certain circumstances with approval from the Director of Procurement or designee.)

UNSPSC CODES

The United Nations Standard Products and Services Codes (UNSPSC) has been adopted by the State of Indiana as the category classification system for purchasing goods and services. The system assists purchasing efforts by organizing items, bidders, and vendors into category groups, while providing a tool for electronic routing of information and detailed reporting.

UNSPSC Codes are required when using PeopleSoft, and may be selected when needed using the available search functions. A complete listing (in Excel format) may also be found on the IDOA Procurement Division Web page at www.IN.gov/idos/prnc.

MAKING NOTATIONS

Any time that it is necessary to document information on quotations received from bidders, be sure to use **red ink**. This will make a distinction between information provided by the bidder, and purchasing staff documentation. Also, using red ink makes important information easier to interpret during assessments.

WEBSITE INFORMATION

The IDOA Procurement Division Web page at www.IN.gov/idos/prnc provides important information to assist procurement agents and purchasing staff, including required documents, manuals, training session schedules, QPAs, and eProcurement user guides.

ASSISTANCE WITH VENDORS

Agencies requiring additions, updates, or revisions to vendor information (in the PeopleSoft database) for soliciting, entering responses, or making payments should contact the Procurement Division Vendor Coordinators at 317/232-6870 or 317/232-6717.

PEOPLESOFT HELPLINE

All technical issues should be posted using the link on the PeopleSoft login page, or by sending an email to GMSIssues@idoa.IN.gov.

NAICS CODES

The North American Industry Classification System code, also called the Business Activity code, must be provided by bidders at the time of registration. The codes can be found on the following Federal business Income Tax return documents.

Individual - Form 1040 - Schedule C, Page 1, Line B
Partnership - Form 1065 - Page 1, Line C
Corporation - Form 1120 - Page 2, Schedule K, Line 2a
Sub Chapter S Corporations - Form 1120S - Page 1, Line B

Information about NAICS may also be found on the Internet at <http://www.census.gov/eocd/www/naics.html>.

BUY INDIANA!

Businesses may register through the Buy Indiana Website at www.BuyIndiana.IN.gov to receive notice of IDOA Procurement Division solicitations by email based on the UNSPSC codes selected.

Registered bidders meeting the qualification requirements as an "Indiana Business" may elect to participate in the Buy Indiana business-to-business directory available to anyone interested in buying Indiana products and/or services. There is no cost to be listed or to access the information!

Introduction

Within this manual is information pertaining to Procurement Contracts that now can be included in Streamline processing. The information presented herein, is intended to assist State agencies in the solicitation and preparation of contracts processed by the Procurement Division. If your contract is to obtain Professional /Personal Services, award Grant Funds, or obtain Real Estate Services you should contact the Contract Administration Section for direction. The purpose of the following contracts is to obtain Non-Professional/Personal Services that are reviewed and processed by/through the Procurement Division. If you have any questions on the following contracts or application of the contracts please contact the Procurement staff mentioned below:

Contacts: Phone Number: E-mail Address:

Teresa Deaton-Reese, CPPB
Deputy Director of Buying 317-233-3818 tdeaton@idoa.in.gov

Kathy Harrington, CPPB 317-232-8115 kharrington@idoa.in.gov
Contract Buyer/Team Lead

Mark Hempel, CPA 317-232-2498 mhempel@idoa.in.gov
IT Related Purchases

All contracts discussed within this manual can be found and downloaded at:
<http://www2.idoa.state.in.us/proc/>.

If you have questions regarding commodity purchases please contact the Procurement staff listed below:

Michael A. Sturm, Manager 317-233-0573 msturm@idoa.in.gov
Training and Electronic Services

Kathy Evans 317-233-3757 kevans@idoa.in.gov
Training Coordinator

Traci Davidson 317-233-9524 tdavidson@idoa.in.gov
Training Coordinator

Shirley Houston 317-232-6870 shouston@idoa.in.gov
Vendor Registration Coordinator

General Information For Procurement Contracts

ALL CONTRACTS MUST COME TO DEPARTMENT OF ADMINISTRATION FOR SIGNATURE. The same procedures and rules apply to purchases involving services or products requiring a contract. Contracts are not exempt from the competition process.

One of the following contracts must be used when the agencies has a need for a service that has a term of 90 days or more. The following also provides examples of which contracts is to be used for which type of services being needed.

Type of Service/Contracts	Example:
Contract for Services	Uniform Rental Security Guard Service Janitorial Service Waste Management Service Pest Control
Equipment Lease Agreement	Equipment Rental Security Systems & Monitoring Services
Addendum	Equipment Maintenance Software Maintenance Postage Meters

The above list should not be considered all-inclusive, but rather are examples of services/contracts processed through Procurement Division.

There is also an Equipment Lease Purchase Agreement that is not published in this manual. If your agency wants to Lease to Own a piece of equipment, you must have prior approval. You can contact Teresa Deaton-Reese for approval.

Contract Continuation

A contract continuation is when your contract term is still in valid and you need to issue a new Purchase Order to continue the payment process.

The following documents need to be sent to IDOA for processing:

- Requisition
- Copy of Original Contract
- Any Amendments

The information presented in this manual is intended to serve as a reference for State of Indiana procurement agents and purchasing staff in the procurement of commodities, printing, and services as provided by the Streamlining Program. Procurement laws, policies, procedures, and requirements have been outlined in detail to assist agencies in conducting purchasing activities while making the wisest use of tax payer dollars, protecting the integrity of the procurement process, and considering the best interest of the State of Indiana.

MANDATORY PURCHASING FROM STATE RESOURCES

Regardless of the type or dollar amount of the purchase that needs to be made, items available on QPA (Quantity Purchase Agreement), through PEN Products (Prison Enterprises Network), or an IN-ARF work center (Indiana Association of Rehabilitation Facilities) must be purchased from these sources unless there is substantial justification to purchase them elsewhere. The products offered by these resources are available in PeopleSoft eProcurement, and purchases from them must be initiated by creating a PeopleSoft requisition using the "Search Catalog" function.

QPAs are contracts established by the IDOA Procurement Division for repetitively purchased items, in which the vendor agrees to offer the quoted prices for the term of the contract. Purchases may be made from these contracts at any time, and no competitive solicitation is required. A list of the QPA contracts is provided on the Internet at www.IN.gov/idoa/proc/resources.html and on the Intranet at <http://www2.idoa.state.in.us/proc/>.

IN-ARF (IC 5-22-13) work centers provide guaranteed products and services to state agencies and local governments while benefitting persons with disabilities. The IN-ARF catalog is available on the Internet at www.inarf.org.

PEN Products (IC 5-22-11) offers a variety of quality products and services to meet the needs of all state agencies. Items available from PEN are loaded as "catalogs" into PeopleSoft eProcurement. Contact their sales staff at 317/388-8580 to request a hard copy catalog.

Exceptions to Purchasing From State Resources

Products or services available on QPA must be purchased from these contracts. *There are two exceptions:* a substantial cost savings or the agency functional requirements can't be met.

If a substantial cost savings can be realized by purchasing outside the QPA, justification must be provided documenting the estimated per item cost savings, and how that figure was determined. Use of the Fair Market Value principal discussed in the next section may help determine savings.

If the QPA product or service does not meet the agency's functional requirements, justification must be provided indicating specifically which specifications are inadequate.

Exceptions to the requirement to buy from QPAs for purchases greater than \$5,000 must be approved by IDOA. Requests including justification should be submitted to the Deputy Director of Buying or faxed to 317/232-7312.

When creating a "Special Request" requisition to purchase items available from the State Resources from an outside vendor, justification explaining how and why the items available from the State Resource will not meet the agency's needs must be entered in the Justification field. The requisition will be routed for the necessary approvals electronically based on the category (UNSPSC) code identified. Instruction for processing State Resource purchases in PeopleSoft eProcurement is available at <http://www.in.gov/idoa/proc/QuickReferenceGuides.htm>.

Fair Market Price

In addition to requiring agencies to purchase from State Resources, the law also states the following:

Indiana Code (IC) 5-22-11-2

Sec.2. Supplies and services purchased under this chapter must:

- (1) meet the specifications and needs of the purchasing governmental body; and
- (2) be purchased at fair market price

The question commonly asked is "What is fair market price?"

Fair market price, as used in this context, should not be interpreted as the lowest quotation. The Department of Administration will consider a State Resource price a "fair market price" if it's within a 10% range of the average of all quotations received. However, for larger purchases, large dollar amount differences may require additional consideration.

For purchases of products/services available from State Resources, competitive prices should be solicited from outside sources (in writing or by telephone quotes) and PEN or IN-ARF included. If the State Resources are within 10% of the average of all quotations, they should receive the award. If the purchasing agent still feels that State Resource prices are not fair market value, PEN or IN-ARF may be contacted to discuss the issue.

If the issue can't be resolved satisfactorily, contact the Deputy Director of Buying at 317/232-3032 for advice. IDOA approval is required before proceeding with a purchase involving a Fair Market Value issue.

PURCHASES LESS THAN \$500

The IDOA Procurement Division allows printing, commodity, and procurement contract purchases less than \$500 to be made without soliciting competition. This rule exists to provide an opportunity to purchase from local suppliers and reduce administrative/processing costs for minor purchases. It is very important to continue purchasing recycled content products and to include the minority and woman-owned business community whenever possible.

The requirement to purchase items available on QPA, through PEN Products, or from IN-ARF work centers is applicable regardless of the purchase dollar amount. Items available from these sources must be purchased from these sources unless proper justification is provided.

The "No Competition" allowance is not affected by a change in the single purchase limit of an SDO account. **Competitive solicitation is required for any purchase over \$500 if the purchase is not made from PEN Products, INARF, or a QPA. Regarding all procurement contracts, even though competition is not required, the agency needs to make sure they are sending the correct contract (along with a copy of the printed requisition from PeopleSoft) to IDOA/Procurement Division for signature.** The rule also does not supersede agency internal policies that may exist regarding lower dollar limits for non-competitive purchases.

An authorized procurement agent must approve these purchases. If the agency procurement agent is not known, contact the IDOA Procurement Division at 317/232-3032.

SPECIFICATIONS

To be certain that solicited bidders completely understand the requirements of the items or products to be purchased, a detailed specification must be provided. Indiana Code (IC) 5-22-5

declares that all specifications must promote the overall economy for the purpose intended, and must encourage competition in satisfying the needs of the State of Indiana.

The term “specifications” relates to the technical and descriptive requirements of a product, and to its intended use. Good specifications will identify the requirements while allowing competition among bidders. They will also list methods for testing compliance with the specifications and provide for an equitable award.

Grammatical Style and Terminology

Specifications are extremely important because they can mean the difference between getting what’s needed and getting what’s asked for! Here are some simple tips to use as a guide when choosing language for specifications:

- Use the words “Must” or “Shall” to describe mandatory requirements.
- Use the words “Should” or “May” to describe features that are optional.
- Requirements should be described using language that is as brief, clear, and concise as possible.
- A definition of a word should be given if the meaning could be confusing.
- Do not use terms that are proprietary to a particular manufacturer.
- Say what you mean. Do not use terms that are open to individual interpretation.
- Consider using ranges or minimums and maximums where appropriate to allow for flexibility and additional competition.

Types of Specifications

There are three basic types of specifications: Brand Name, Design, and Performance/Functional. Use of the Brand Name type is the least recommended due to the potential for limiting competition. A combination of the Design and Performance/Functional types is considered ideal.

Brand Name

Advantage: Requires less research if time is an issue.

Disadvantages: Discourages competition; may lessen objectivity in evaluation and award process.

This type of specification is called “Brand Name” because it references a brand name, model number, catalog number, etc., that identifies a product made by a specific manufacturer as an example of the level of quality desired. This type of specification is advantageous when listing all of the requirements in detail is impractical or impossible, but the general design, quality, and performance requirements need to be addressed.

When using this type, the statement “or approved alternate” should always follow the brand name description. This statement communicates to bidders that offers of alternative products will be considered if they are of the same or better quality than the brand name cited. Also, the word “alternate” is recommended rather than “equal” because it’s extremely difficult to prove that two items are equal, and bidders may try to challenge your judgment. Following is an example.

Blender – 32 oz. stainless steel container. Extra heavy duty for high-volume use. Two speeds, 3 H. P. commercial motor, rugged die-cast enameled zinc housing. Rubber cover plug and gasket provide a tight seal, 120 VAC, 50/60 Hz. Waring 7011S or approved alternate.

Notice in the previous example that not only is a brand name product referenced, but actual qualities of the product are listed as well. This provides further clarification to vendors regarding the quality of the requested item, as opposed to simply stating, "Blender – 32 oz. Waring 7011S or approved alternate." Making an effort to reference a brand specification that is widely recognized throughout the industry (and is easily available for vendors to compare alternate products they may have to offer) can maximize competition.

When requesting name brand products ONLY and not just listing them as a standard of quality, justification must be provided explaining why a specific name brand is required and why alternate products cannot be considered. See *Justification*, pg. 55.

There is also a standard comment in PeopleSoft standard comments that should be added to each solicitation that is sent to vendors. It can be found in Standard Type (Bid) and the Comment ID (SPC) for a description of Non-Restrictive Spec:

The item(s) specified below by brand name is intended to establish a standard of quality, which will be required. Similar item or items of manufacturers other than those listed which are included in the bids submitted will be considered if comparable in quality and function. It will be the responsibility of the bidder to provide all technical information as to the acceptability of the alternate item(s).

Design

Advantage: Well suited for unique requirements, such as a limited amount of space to accommodate a product.

Disadvantages: Can be restrictive. Not well suited for off-the-shelf items; may not allow for advances in technology.

The Design specification focuses on the physical and dimensional requirements of a product, as well as how it is actually fabricated. Many times when this type is used, the requested item is not available "off the shelf" and must be manufactured specifically to meet the needs of the user. The Design specification is commonly used for equipment, machinery, and vehicles.

When used alone, this type can often restrict competition by eliminating the consideration of similar products because of minor differences in size or construction. To increase flexibility and allow for more competition, design requirements can be expressed using minimum and maximum values. This allows features to compete within ranges rather than meeting requirements with precision. Below is an example:

Commercial heavy-duty 27-lb. washer extractor with non-coin operated push-button controls. 10" riser frame and anchors, rust resistant metal frame with 12/qua 1/2" pre-drilled holes for anchoring. Must include 304 stainless cabinet front, sides, and top as well as inner and outer tubs. Machine dimensions to be 37" deep maximum and 30" wide maximum.

Anytime competition is restricted, justification must be provided explaining why the specifications must be met *exactly*. In the previous example, the dimensional requirements could restrict competition by possibly eliminating "standard" size washing machines from consideration. This can be justified by the fact that the laundry facility will only accommodate a washer of the requested size.

When requesting items of a specific size that must be manufactured to your specific needs, it is very important that the dimensions given are accurate! If a vendor provides a product manufactured specifically to dimensions we've provided and the product does not "fit", an agency may be forced to accept and pay for a product that cannot be used. To ensure accuracy, vendors may be requested to do an on-sight inspection and measurement before providing a response.

Performance/Functional

Advantages: Encourages competition because the end product may be achieved by different means, and can be a very useful tool for large ticket items for which there is very little competition. Also, this type allows end user to focus on needs rather than wants, and provides accommodation for advancements in technology.

Disadvantages: Sometimes difficult to articulate "absolute" needs.

Specifications written as "Performance" or "Functional" are not as detailed as far as design or physical dimensions, but focus instead on the result of the product's performance or what it should accomplish. By placing more emphasis on the functional requirements, unnecessary "frills" are avoided (which usually keeps cost lower) and the requested product is less likely to become obsolete.

This type of specification tends to promote rather than restrict competition, because it allows any product that can meet the functional requirements to be considered. Below is an example.

Electronic Parking Garage Access/Security System – System must allow assigned users entrance and exit without aid of an attendant 24 hours per day, seven days per week by use of access card, assigned personal code, or approved alternate method. System must log year, date, and time of each entrance and exit according to user, with the ability to provide reports of this information. System must accommodate in excess of 1,500 users. System must offer emergency power supply backup in the event of power failure.

In this example, the functional requirements have been described, but how those requirements are to be met is left up to the vendor.

Specification Formatting

When writing specifications, there are two basic ways to display the specification requirements. These formats are referred to as "Equipment" and "Paragraph."

Equipment Format

The Equipment format uses a series of brief sentences describing each individual requirement. The sentences are followed by "Yes" and "No" checkboxes or blanks for vendors to indicate whether or not they can meet the specific requirement. For more complicated specifications, the sentences should be organized into categories identifying the major components. Below is an example.

ENGINE:

3-cylinder, 4-cycled, vertical overhead valve, liquid-cooled diesel engine

with min. 24 HP (18.6kw) rating. Min. 57 cubic inch displacement. Yes____ No____

Engine produces 36 foot pounds of torque to ensure capability of climbing hills and mowing uneven slopes. Yes_____ No_____

(etc.)

ELECTRICAL:

12-volt battery with min. 500-CCA or 450-amp hour min. Yes_____ No_____

35-amp alternator, 40-amp manual reset circuit breaker. Yes_____ No_____

Dash-mounted ignition switch. Yes_____ No_____

TIRES/WHEELS:

Two front drive tires 23x8.50-12 or 23X10.50-12, tubeless, extra traction tread. 4-ply rating. Yes_____ No_____

Two rear steering tires, 16.6.50-8, rib tread, 4-ply rating. Yes_____ No_____

(etc.)

The Equipment format is the preferred format for several reasons:

- Sets out clearly the important aspects of the purchase.
- Allows important traits to be highlighted.
- Helps vendors avoid missing or skipping a requirement.
- Requires vendors to be more cautious.
- Holds vendors accountable for their responses.

When using this format, remember to keep requirement sentences or statements brief and “to the point,” placing the emphasis on the requirement.

Paragraph Format

The Paragraph format lists specification requirements using brief sentences or statements written in paragraphs (like in newspapers or novels). As with the Equipment format, similar requirements should be organized into categories identifying the major components. However, this format is recommended for simpler items only. The Equipment format, being the preferred format, is recommended for more complex specifications. Below is an example.

MEN’S BROADCLOTH NIGHTSHIRTS

Polyester and cotton blend (65/35 or 50/50) broadcloth. Full cut with raglan sleeves (sleeve length to be approximately 20 inches from neck to bottom of sleeve.). Open down back with 7 stainless steel grippers, crush resistant for closing. Reinforced all around the neck. Mid-calf length with shirttail hem. Bottom hem to be sewed with 8 – 10 stitches per inch. Sleeves/under arm sewn on 5-thread safety stitch serger. From top gripper to bottom of hem must be approximately 45 inches long. Solid pastels shall include colors such as light blue, mint green, yellow, lavender or similar shades. (No

solid tan, black, red, navy, bright green, white or brown.) Small flowered prints are available in cheerful colors and patterns. Large variety of colors and patterns shall be provided. All clothing must contain permanent factory label stating factory contents and size. Techni-Flair or equal. Sizes include X and XX Lg.

Special Considerations for Printing Specifications

State Forms

All specifications (and artwork) for State forms are written and maintained by the Commission on Public Records, Forms Management Division. Questions about the specification sheet for a State form should be directed to the Forms Management Specification Writer listed at the bottom of the specification sheet. (For an example of a State Form Specification Sheet, see **Attachment A**.)

Non-State Forms

Specifications for non-State forms (including pamphlets, brochures, newsletters, etc.) and other printing jobs should be written by the requesting agency. Printing of non-State forms may require the services of a design firm. The “design” is a separate purchase from the printing purchase. Bidders should be solicited for the design work and an award made. When the design is completed, it can then be used as a sample/artwork for the printed materials needed.

When designing of the material to be printed is necessary, consider the following:

- **Budget:** Is the cost of the design work in addition to the printing costs and are funds available for the total cost of the project?
- **Photographs:** Does your agency want photos included in the design of the material?
- **Clip Art (pre-designed artwork) vs. Custom Artwork:** If your design requires illustration, is clip art okay or will you need the services of an artist for customization?

Assistance with Writing Specifications

If assistance is needed with writing specifications, please contact Margo Hood, the Procurement Division Specification Writer, at mhood@idoa.IN.gov or 317/232-3198. If specification needs are specific to printing, please contact Susie Smith, the IDOA Procurement Division Printing Buyer, at ssmith@idoa.IN.gov or 317/232-3050. In addition to writing specifications, both maintain files of existing specifications that could possibly be revised or customized for specific needs.

Vendors can often be a resource for researching and developing specifications, but should be consulted with caution, however, as they may try to encourage the development of specifications that are restrictive and proprietary to the products and services they specifically offer.

TRADE-IN OF STATE PROPERTY

If an agency wants to purchase a new item and use an existing item as a trade-in, it must be written as part of the specifications, instructing bidders to include the trade-in allowance in their response to the solicitation. A contact person and phone number (if different than the buyer)

should be provided so that bidders may arrange a time to view the item to be considered if necessary. Please also see *State Surplus Requirements*, pg. 67, for detailed information and procedures involving trade-ins.

CREATE A REQUISITION

All purchases \$500 and above (with the exception of purchases from QPAs and State Resources which ALL begin with a “Search Catalog” requisition) should be initiated by creating a “Special Request” requisition in PeopleSoft eProcurement (this includes requisitions for Procurement contract purchases as well). The requisition will require that price estimates representing the approximate dollar amount the agency intends to spend, be identified for each line item. The estimate will not necessarily match the price quotes received from bidders. **When you are specifying delivery dates on the requisition form, make sure that you are giving the vendor AT LEAST 7 days from the date of the opening date of the request for quote or telephone quote.**

All information entered when creating the requisition will electronically copy to the PeopleSoft Request for Quotation (RFQ) used for soliciting bidders, and eventually to the resulting purchase order when an award is made. It’s important to be certain that all pertinent information is included.

Instruction for creating requisitions in PeopleSoft eProcurement is available on the IDOA Procurement Division Webpage at <http://www.in.gov/idoa/proc/QuickReferenceGuides.htm>.

ROUTING PROCEDURES and SPECIAL APPROVALS

Requisitions “Saved and Submitted” online are routed electronically to the necessary approval authorities within each agency, and then to any necessary external approval authorities based on the United Nations Standard Products and Services Codes (UNSPSC) identified. (For more details about UNSPSC, see General Information, UNSPSC Codes.) Selecting the correct UNSPSC code is critical to assure proper routing. An agency found to be applying inappropriate UNSPSC codes to avoid special approval routing risks losing purchasing authority.

Requirements for Printing

All printing purchase requests must follow a required routing process, beginning with the Commission on Public Records. After review, the requests will be routed to Central Printing and then to PEN Products, offering each of these entities the opportunity to produce the job BEFORE soliciting private sector bidders. Each one has a specific role, and offers different types of specialized services.

Commission on Public Records, Forms Management Division

The Forms Management Division is a multi-functional organization established to increase productivity, prevent unnecessary new forms and unauthorized forms that do not meet design standards, and provide administrative control. They are also responsible for reducing various costs through standardization and ensuring the adequacy of all historical, legal, and business records.

For detailed information about the functions, benefits, and requirements of the Forms Management Division, please refer to the Forms Coordinator Handbook and/or visit their

web site at <http://www.in.gov/icpr/webfile/formsdiv/homepage.html>. For information about a specific state form and its use, contact the Forms Coordinator for the agency to which the form is submitted. For assistance with legal or technical requirements of creating and printing state forms, contact Forms Analysis at 317/232-2900. For assistance with electronic/digital forms, call 317/232-3380. For original design or revision of state forms, contact Forms Design at 317/232-3377.

Central Printing (Epic Center)

Central Printing assists State and local agencies with designing, duplicating, and printing needs, in an efficient, effective, and economical way. Services offered include up-to-date duplicating services utilizing a web submission system, and a 24-hour turnaround for standard 8 1/2" x 11" duplicating jobs.

The self-supporting printing facility includes pre-press, eight offset presses with multi-color capabilities, four high speed duplicators, bindery services, and engineering services with the ability to copy 25x36 blue prints.

Customer service, accounting, and review of all printing requests are completed by experienced personnel allowing them to assist with all agency printing demands.

PEN Products

Using technologically complete, state of the art equipment and processes, PEN is prepared to tackle the most demanding printing requests. They offer a variety of printing services, including four-color process, letterhead, continuous forms, carbonless sets, pamphlets, certificates, brochures, manuals, envelopes, and more.

For more information regarding the printing services offered by PEN, contact Dawn Morgan at dmorgan@doc.in.gov or 317/388-8580, ext. 471.

Routing Procedures for Printing

When the PeopleSoft requisition for a printing purchase is "saved and submitted," it will be routed electronically to the Commission on Public Records (CPR). **IT IS ALSO NECESSARY TO PRINT AND FORWARD A HARD COPY.** If the request is for a non-State form, attach the specifications developed by the agency to the request. Also, include two (2) samples of the material to be printed. If this is a new item that has never been printed, a layout or proof is helpful.

Send the hard copy requisition, specifications, and artwork (or samples) to:

**Indiana Commission on Public Records
Forms Management Division
402 W. Washington St., Room W472
Indianapolis, IN 46204**

The CPR Forms Management Division will review the request and determine if it is for a new form, a revised form, a reprint of an existing form, or a non-State form. If it is a State form, CPR will write/attach the specifications. (For an example of a **State Form Specification Sheet**, see **Attachment A**.) **DO NOT SOLICIT QUOTATIONS FOR PRINTING A STATE FORM WITHOUT THE SPECIFICATIONS PROVIDED BY FORMS MANAGEMENT.**

After the Forms Management Division has reviewed the request, it will be forwarded to Central Printing Services (Epic Center), and they will be offered the opportunity to print the job. If they are unable to meet the specifications, PEN Products will then be offered the same opportunity. In the event that both Central Printing and PEN Products can produce the materials requested, Central Printing is given precedence.

If it is determined that neither Central Printing nor PEN can meet the requirements, the request will be returned to your agency for public solicitation.

Throughout this review process, Central Printing has the responsibility for routing the printing requests to the proper destination after they leave the Commission on Public Records. Inquiries regarding the location of a printing request that has been submitted should be directed to Central Printing at 317/233-5739.

THERE IS NO EXCEPTION TO THIS REQUIRED ROUTING PROCESS FOR ANY PRINTING PURCHASE.

Special Approvals for Commodities

The purchase of items classified within any of the three following categories must be approved by the agencies specified below. Based on the category (UNSPSC) code(s) identified on the PeopleSoft requisition, the purchase request will be routed for approval electronically.

Telecommunications equipment – Indiana Office of Technology (**IOT**) at **317/232-3171**

Microfilm equipment and paper shredders – Commission on Public Records (**CPR**) **317/233-1713** (Fax)

Computer hardware and software – Indiana Office of Technology (**IOT**) **317/232-3171**

When purchasing computer hardware or software, and the item is available on QPA but does not meet your agency's specific requirements, you must receive approval from IOT.

Copiers, Printers, and Fax Machines

ALL purchases of copiers, printers, fax machines, and scanners **MUST** be submitted to IDOA Procurement Division for review/approval, regardless of the dollar amount. They also **MUST** have a justification entered into the ePro requisition. If the purchase is not to replace existing equipment, a "true" justification explaining the need for the equipment must be entered.

All purchases for copiers and printers **MUST** be submitted to the IDOA Procurement Division by **ALL STATE AGENCIES** and **ALL** equipment, regardless of processing/printing speed.

When inputting your requisition into ePro, we ask that you **DO NOT** expedite to PO. Please send to IDOA Procurement Division for approval and once justification is reviewed and approved the PO will be fully expedited by IDOA Procurement.

Below is the required justification for Office Equipment:

**Information for Office Equipment Acquisitions
(Copiers, Facsimiles, Multifunction Devices (MFD), and Printers)**

As part of a new process for reviewing office equipment purchases and leases, Department of Administration (IDOA) is requesting the information outlined in the six (6) questions below. In order to have your purchase or lease request reviewed by IDOA Procurement staff, this information is required. If you have any questions, please contact Kathy Harrington at 317.232.8115 or e-mail kharrington@idoa.IN.gov.

- 1) List the make, model number and speed in pages/copies per minute (ppm/cpm) of the machine you are requesting.
- 2) Provide the actual monthly images/prints by month, including overages, for the past 12 months. If you have special projects that occur during the year let us know that as well. This will help with our overall understanding of your peak periods and processes.
- 3) Will this equipment be networked? If not, please explain.
- 4) How many other printers, copiers, facsimiles, and scanners do you currently have at this location? Please provide the make, model and purchase and/or installation dates for the equipment you have listed as well as the approximate number of employees using each machine.
- 5) Does it replace an existing copier, facsimile, MFD, or printer, or is this an additional machine? If replacing equipment, please provide the Make, Model, Serial Number and speed in pages/copies per minute of machine(s) being replaced.
- 6) Part of this evaluation is related to consolidation of use. Do you plan to eliminate any printers, copiers, facsimiles, or MFDs at this time or once they quit working? If so, please provide the estimated timeline for that reduction in equipment.

Please include this justification in PeopleSoft as well as when you send your documentation to IDOA Procurement.

When planning to purchase or lease this type of equipment, please consider consolidation of equipment features. There is equipment available on QPA that copies, prints, faxes and scans with a single piece of equipment. Consolidation of features into a single piece of equipment can be quite an energy saver, which will result in cost savings.

Contract Review and Signature Route

Indiana Code 4-13-2-14.1 (a) requires that all contract involving a state agency be approved by (1) the Commission of DOA; (2) the Director of State Budget Agency (subject to certain dollar threshold amounts);and (3) the Attorney General.

Roles of each Department:

Department of Administration pays particular attention to the “business” end of the contract:
Such as:

- Are the deliverables clearly defined?
- Were the proper procurement/solicitation procedure followed?
- Are the financial interests of the State and the rights of the contractors protected?
- Are all boilerplate contract clauses present?

State Budget Agency pays specific attention to the general availability of funds. Contracts above \$25,000 requires State Budget Agency approval.

Office of the Attorney General, pursuant to Indiana Code section 4-13-2-14.3 (a) The Attorney General’s Office must review contracts for form and legality to which a state agency is a party. The Attorney General reviews contracts that are greater than \$2500. A contract not approved or disapproved in 45 days after submission to the OAG for review is consider approved. (Indiana Code 4-13-2-14.3 (d)

For contracts agencies must follow the following procedure and have the authority to do their own solicitations for the following:

- Maintenance Contracts (this includes equipment and software) No dollar limit.
- Rental/Lease of Equipment less than \$25,000
- Services such as Janitorial or Trash less than \$25,000

Procurement Contracts:

All procurement contracts that are IT related – IDOA/Procurement Division. Any questions should be directed to the attention of Mark Hempel at 317/232-2498

Agencies should follow the same procedures and rules set out in the Streamlining Manual that can found at

http://www.in.gov/idoa/proc/streamlining/SLmanual_7_20_05.pdf

SOLICITING QUOTATIONS

The competitive solicitation process begins after considering the State Resources, writing the specifications, preparing the requisition, and the requisition completing the required routing process for all necessary approvals. The estimated total dollar amount of the purchase is the factor used to determine which solicitation method is required.

PURCHASES \$500 TO \$5,000

Telephone Quotations Commodities Only

Contacting at least three bidders by telephone or email and requesting price quotes is acceptable for purchases with an estimated total dollar amount less than \$5,000.

If the quotation is over \$2,500 the awarded vendor must complete a solicitation package with signatures.

The price quotes received, the date of the conversation, the person you talked with, and the basis for recommending/making an award should be documented using State form 43464 (Record of Telephone Price Quotations) Attachment Q, also the same information should be placed in the Justification field in the PeopleSoft eProcurement requisition. Instruction for processing eProcurement requisitions is available at <http://www.in.gov/idoa/proc/QuickReferenceGuides.htm>.

Telephone quotations are NOT permitted for printing purchases or procurement contract purchases. All solicitations for printing and procurement contract purchases must be done as described in the written quotation process below.

Any contract with an estimated dollar amount of greater than \$500 must seek competition or have an appropriate justification as to why competition cannot be sought. This includes maintenance and software contracts. Three (3) competitive quotations should be solicited by written form. When written solicitations are required, the same RFQ/Bid package is used for services which are used in Commodities solicitations with the appropriate contract attached based on the service being requested.

Written Quotations Printing and Commodities

Purchases less than \$2,500 **DO NOT** require the “solicitation package” as mandated for all purchases \$2,500 and above.

The PeopleSoft requisition may be copied electronically to a Request for Quotation (RFQ) and a hard copy form printed. Instruction for copying a requisition to an RFQ in PeopleSoft eProcurement is available on the IDOA Procurement Division Webpage at <http://www.in.gov/idoa/proc/QuickReferenceGuides.htm>.

The **RFQ form** from PeopleSoft and the Terms and Conditions document (**Attachment B**) available on the IDOA Procurement Division Webpage at <http://www.in.gov/idoa/proc/Streamlining.htm>, may be emailed, faxed, or mailed to prospective bidders.

Open and Close Date Requirements

When preparing the RFQ in PeopleSoft, a specific date and time that bidder responses are sent and must be returned is required. The “Open Date” is the approximate date that the solicitation is sent to the prospective bidders; the “Close Date” is the date and time that bidder responses are due. **Also you will need to enter a “header comment” on the quote form informing vendors that if they quote and choose to claim the “Indiana Small Business” preference, that they will be performing 80% of the finished work on the project with their own work force. The awarded vendor also cannot subcontract or assign any part of the work involved with the contract without the State’s prior written approval.**

The following language and navigation must be incorporated into all solicitations:

Std Type – BID

Comment ID – ISBP – Notice to ISB Bidders

As telephone quotations are acceptable for commodity purchases within this dollar amount, written bidder responses within this dollar amount may be requested as quickly as needed. Sundays or holidays within the requested time frame should be considered and excluded when specifying the date and time that responses are due.

Selecting Bidders to Solicit

Bidders (vendors) in PeopleSoft are organized into Quote Groups according to product/service categories (UNSPSC Codes) that they identified at the time of registration; MBEs, WBEs, and Small Businesses are easily identified within each group. The procurement agent or designee must select **at least three vendors** to solicit for all purchases \$500 or more. Instruction for accessing vendor quote groups and selecting vendors in PeopleSoft is available on the IDOA Procurement Division Webpage at <http://www.in.gov/idoa/proc/QuickReferenceGuides.htm>.

All agencies are responsible (and will be held accountable) for meeting the State's goals for minority and woman-owned business participation, the goals can be found at www.in.gov/idoa/minority; each agency may work toward accomplishing these goals at their own discretion. IDOA encourages each agency to include MBEs, WBEs, and Small Businesses in solicitations whenever possible.

Although the solicitation package of standard forms is not required for solicitations within this estimated dollar amount, if the procurement agent or designee chooses to include them with the RFQ and Terms and Conditions, all information contained in the bidder responses returned must be considered during evaluation.

All quotation information received from bidders is considered confidential until an award has been made and the vendor has accepted.

Procurement Contracts over \$500

Procurement contracts DO require the RFQ form from PeopleSoft along with a copy of the Commodity solicitation package and a copy of the appropriate contract.

PURCHASES \$5,000 TO \$25,000 (Streamline Delegation)

The Request for Quotation (RFQ) form and the package of standard forms (referred to collectively as the "solicitation package") is required as the instrument for soliciting quotations for printing, commodity, and procurement contracts purchases estimated between \$5,000 and \$25,000.

The Request for Quotation Form

The approved PeopleSoft eProcurement requisition must be copied electronically to a PeopleSoft Request for Quotation (RFQ), and a hard copy printed for each bidder to be solicited. **Make sure that you also specify on the quote form the anticipated date for delivery should be at least a minimum of 15 days from the opening date and time specified on the Request for Quotation form.** Instruction for completing the PeopleSoft process is available on the IDOA Procurement Division Webpage at <http://www.in.gov/idoa/proc/QuickReferenceGuides.htm>.

Open and Close Date Requirements

When preparing the RFQ in PeopleSoft, a specific date and time that bidder responses are sent and must be returned is required. The “Open Date” is the approximate date that the solicitation is sent to the prospective bidders; the “Close Date” is the date and time that bidder responses are due.

For purchases estimated to be over \$5,000, bidders must be given at least seven days to respond excluding Sundays or holidays. This must be able to be verified based on the difference between the Open Date and Close Date identified on the RFQ.

Selecting Bidders to Solicit

Bidders (vendors) in PeopleSoft are organized into Quote Groups according to product/service categories (UNSPSC Codes) that they identified at the time of registration; MBEs, WBEs, and Small Businesses are easily identified within each group. The procurement agent or designee must select **at least three vendors** to solicit for all purchases \$500 or more. Instruction for accessing vendor quote groups and selecting vendors in PeopleSoft is available on the IDOA Procurement Division Webpage at <http://www.in.gov/idoa/proc/QuickReferenceGuides.htm>.

All agencies are responsible (and will be held accountable) for meeting the State’s goals for minority and woman-owned business participation, the goals can be found at www.in.gov/idoa/minority; each agency may work toward accomplishing these goals at their own discretion. IDOA encourages each agency to include MBEs, WBEs, and Small Businesses in solicitations whenever possible.

The Solicitation Package

The RFQ forms should then be inserted into a solicitation package (standard forms package) for each bidder. The solicitation package (**Attachment C**) is available on the IDOA Procurement Division Webpage at <http://www.in.gov/idoa/proc/Streamlining.htm> and includes the following pages and sections:

- Cover/General Information Page (Optional)
- <**INSERT PEOPLESFT RFQ FORM HERE**>
- Standard Terms & Conditions
- Additional Specifications (inserted if applicable)
- Claiming Purchasing Preferences
- Indiana Economic Impact form
- MBE Participation Plan
- Drug-Free Workplace Certification
- Ethics Obligations

- Secretary of State Registration
- Exceptions
- Compliance Certification
- Non-Collusion Certification
- Signature Section
- Additional Terms and Conditions for Printing (Printing purchases only, Attachment G)
- Certificate of Printing Contract Performance (Printing purchases only, Attachment H)
- Contract for Services
- Equipment/Rental
- Addendum

If the solicitation is for a printing purchase and it's necessary to provide bidders with samples, they should be made available for viewing at a specified location. Samples should not be included in the solicitation package. The location and specific times the samples are available for viewing should be listed on the RFQ form at the Header Comments panel.

The following language and navigation should be incorporated into all printing solicitations that require samples:

Std Type – PRT

Comment ID – SAMP – Printing Samples

Required Clauses for Procurement Contract Solicitations

Indiana law requires the inclusion of certain language in all contracts. Also, depending on the nature of the product or service being procured you may want/need for clauses that are not required by Indiana law to be included for good business reasons to protect the State. The mandatory clauses that must be in all contracts and cannot be changed are as follows:

- Authority to Bind Contractor
- Duties of the Contractor
- Consideration (Dollars)
- Term of Contract
- Compliance with Laws
- Conflict of Interest
- Drug Free workplace provision and certification
- Funding Cancellation
- Indemnification
- Governing Laws
- Non-Discrimination Clause
- Payment by Electronic Funds Transfer
- Penalties/Interest/Attorney's Fees
- Non-Collusion & Acceptance
- Information Technology * Only mandatory when contract is for IT products/services

Boilerplate language has been alphabetized and numbered for ease of use. Remember to provide all of the requested information in the designated areas of the contract. If an area does not apply, mark not applicable (N/A). Any areas left blank could result in the contact being rejected and returned to the agency for correction.

Solicitation Package and Language for Contracts

This section will outline what language is required based on the services being requested. Please refer back to General Information, Types of Contract to determine what contract to use based on the services being requested.

The Request for Quotation (RFQ) and the package of standard forms are required when soliciting for a service as well as a commodity, along with the PeopleSoft e-procurement RFQ form and the appropriate contract for the product or services being procured.

PeopleSoft instructions can be found at
<http://www.in.gov/idoa/proc/eProcurementInformation.htm>

The following comments can be found in PeopleSoft in the Standard comments. The name of the standard comment will be listed below.

The following language should always be used when soliciting for services regardless of the type:

All comments will be listed as header comments:

- Std Type – SER
- Comment ID – E STC – Establish a Contract

This is a request to establish a Contractual Agreement for (*short description of the type of*) Services. Contract commencing (*beginning date*) or from date of last State signature, whichever is later and ending (*ending date*) or one year after the State's last signature, whichever is later. By mutual consent of both parties, contract may be renewed. The term of the contract, including any renewals, may not exceed four (4) years.

Prices may be listed in the unit requested (per ____ (*this is generally month but should match the unit of measure on your quote*)). Prices listed above and beyond what is requested may not be considered and shall be reason to reject bid/quote. Prices must be inclusive of all applicable charges.

Per the attached contract, Attachment A is the RFQ page(s) that details the service(s) being requested by the agency and any parts thereto are hereby incorporated by reference and made a part of the resulting agreement.

Language on Specific Services

TRASH SERVICES

The following language is to be incorporated into solicitations for **TRASH SERVICES**:

- Std Type – SER
- Comment ID – TRAS -Trash Contracts/Landfill

Landfill/Incinerator

Per 25 1AC 1.1-1-17 -the rate for Solid Waste Removal Services set out herein shall be composed of two components:

(1)The fee charged by the contractor for services in provisions of containers and removal and hauling of the waste;

(2)The pass-through of any landfill or incinerator charges incurred by contractor.

The contractor’s fee shall remain fixed for the full term of the contract. However, upon presentation of written verification that the landfill or incinerator operator has increased or decreased the landfill or incinerator charges, the disposal change component of the agreement will be increased or decreased to match the new rates.

Written verification from the disposal site on letterhead stating the specific dollar amount of the increase or decrease (i.e. per ton or per cubic yard) must be submitted to the service location business office.

Contractor must indicate what landfill they will be using, and please provide the address and phone number

POSTAGE METER

The following language must be incorporated into solicitations for **Postage Meters**

- Std Type – SER
- Comment ID – POST – Postage Meter

Vendor must include all postage by phone reset charges, if applicable, and the number of resets included per month, if any, in the above maintenance charges.

Resets\$_____ each_____per month.

PEST CONTROL SERVICES

The following language must be incorporated into solicitations for Pest Control Services:

- Std Type – GTG
- Comment ID – PEST – Pest Control

As Part of the Governor's Greening the Government initiative, the State of Indiana is looking at utilizing an Integrated Pest Management system to rid buildings of pests without using chemical controls. In addition to bidding on the scope of work/specifications enclosed, the vendor is required to include pricing and a plan to control pest without utilizing chemical controls such as spraying and fogging.

JANITORIAL SERVICES

The following language must be incorporated into solicitations for Janitorial Services:

- Std Type – GTG
- Commit ID – CLN – GTG Language for Cleaning

All cleaning chemicals and supplies shall meet or exceed Green Seal third-party certification as environmentally-preferred cleaning products. Visit <http://www.greenseal.org/certproducts.htm#cleaners> for a current listing of certified products. To assure the health and safety of all building occupants, all cleaning chemicals and supplies shall be properly used by cleaning staff trained in Green Cleaning methods. A variety of informative Green Cleaning fact sheets can be found at <http://www.wrppn.org/Janitorial/factsheets.cfm>

Terms and Conditions that apply to all Contracts

The following Terms and Conditions will be found in all contracts used within the Procurement Division, the State Addendum, the Contract for Services, Equipment Lease Agreement (Rental), and the Equipment Lease Purchase Agreement (Lease to Own.) Each contract will have unique clauses that will be spelled out individually later in the manual. **Keep in mind the even though it might be a non-mandatory clause, before allowing a removal of a clause that you consider what you are purchasing and what the removal of the clause leave the State vulnerable to.**

Access to Records

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this agreement. They shall make such materials available at their respective offices at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by the State or by any other authorized representative of state government. Copies thereof shall be furnished at no cost to the State if requested.

NON-Mandatory Clause – Ensures the contractor maintains all documentation regarding the cost of the contract and will keep it available to us for three (3) years.

Assignment

The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

NON-Mandatory Clause – Keeps the vendor from subcontracting this contract without our permission along with binding the vendor's subcontractor to the terms and conditions should we allow the assignment.

Audits

Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1 and audit guidelines specified by the State.

NON- Mandatory Clause – This clause allows an audit of the money paid on this contract by the State Board of Account.

Authority to Bind Contractor. The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and certifies that this Contract is not subject to further acceptance by Contractor when accepted by the State of Indiana.

Mandatory Clause - Validates that the person signing on behalf of the contractor is authorized to bind them to this agreement.

Changes in Work

In the event the State requires a major change in the scope, character or complexity of the work after the work has begun, adjustments in compensation to the Contractor shall be determined by

the State in the exercise of its honest and reasonable judgment. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

NON- Mandatory Clause – This clause protects the State from unauthorized changed and is consistent with 4-13-2-14.2 that states all contracts are to be written.

Compliance with Laws

A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated there under, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12.

C. The Contractor certifies by entering into this Contract, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Contractor agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current or pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Contractor agrees that the State may delay, withhold, or deny work under any Supplement or contractual device issued pursuant to this Contract and any supplements or amendments.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

F. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

G. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety,

and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed is a material breach of this Contract and grounds for immediate termination of the Agreement and denial of further work with the State.

H. The Contractor hereby affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

I. As required by IC 5-22-3-7:

(1) the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

<p>Mandatory Clause – The Contractor is expected to know all applicable laws. What is listed above is a list of general clauses and applications that apply to all contractors.</p>
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Condition of Payment All services provided by the Contractor under this Contract must be performed to the State’s reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of and federal, state, or local statute, ordinance, rule or regulation.

<p>NON – Mandatory Clause – This clause requires the vendor to perform the services to our reasonable satisfaction and in accordance with all statutes. Protest the States from paying for work to be deemed unsatisfactory.</p>
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Confidentiality of Data, Property Rights in Products, and Copyright Prohibition

The Contractor agrees that all information, data, findings, recommendations, proposals, etc. by whatever name described and in whatever form secured, developed, written or produced by the Contractor in furtherance of this contract shall be the property of the State. The Contractor shall take such action as is necessary under law to preserve such property rights in and of the State while such property is within the control and/or custody of the Contractor. By this contract, the Contractor specifically waives and/or releases to the State any cognizable property right of the Contractor to copyright, license, patent or otherwise uses such information, data, findings, recommendations, proposals, etc.

NON-Mandatory Clause – The clause requires that all information developed for the State at the end of the contract term to become and remain property of the State.

Confidentiality of State Information The Contractor understands and agrees that data, materials, and information disclosed to Contractor may contain confidential and protected information. The Contractor covenants promises and assures that data, material, and information gathered, based upon, or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the prior written consent of the State.

NON – Mandatory Clause – This clause requires the contractor to keep confidential and protected information, if provided to the contractor to perform their duties confidential unless specifically given approval in writing to disclose.

Conflict of Interest

- A. As used in this section:
“Immediate family” means the spouse and the un-emancipated children of an individual.
“Interested party," means:
1. The individual executing this Contract;
 2. An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or
 3. Any member of the immediate family of an individual specified under subdivision 1 or 2.
- “Department” means the Indiana Department of Administration.
“Commission” means the State Ethics Commission.
- B. The Department may cancel this Contract without recourse by Contractor if any interested party is an employee of the State of Indiana.
- C. The Department will not exercise its right of cancellation under section B, above, if the Contractor gives the Department an opinion by the Commission indicating that the existence of this Contract and the employment by the State of Indiana of the interested party does not violate any statute or rule relating to ethical conduct of State employees. The Department may take action, including cancellation of this Contract, consistent with an opinion of the Commission obtained under this section.
- D. Contractor has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.

Mandatory Clause - Indiana Code section 4-2-6-8 requires certain person to file the disclosure of interests in contracts. This clause protects the State in anyone contractor having a direct tie to the work being performed.

Continuity of Services

- A. The Contractor recognizes that the services under this contract are vital to the State and must be continued without interruption and that, upon contract expiration, a successor, either the State or another Contractor, may continue them. The Contractor agrees to:
 - 1. Furnish phase-in training, and
 - 2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

- B. The Contractor shall, upon the State's written notice:
 - 1. Furnish phase-in, phase-out services for up to sixty (60) days after this contract expires, and
 - 2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

- C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

NON – Mandatory Clause – This clause protects the State should their be a service that a contractor is providing that is critical and we would need to required the current contractor to work with the new contractor in a phase in approach.

Debarment and Suspension

- A. The Contractor certifies that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

- B The Contractor also further certifies that it has verified the suspension and debarment status for all sub-contractors receiving funds under this Contract and shall be solely is solely responsible for any recoupments, paybacks and or penalties that might arise from non-compliance. Contractor shall immediately notify the State if any sub-contractor becomes debarred or suspended, and shall, at the State’s request, take all steps required by the State to terminate its contractual relationship with the sub-contractor for work to be performed under this Contract.

NON-Mandatory Clause – This clause requires that the contractor to certify that the company is not debarred or suspended from doing business with any Government Agency. It also further states that they have verified that any subcontractor’s receiving funds under this contract are currently in active status and the contractor is completely responsible for them.

Default by State If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, then the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect all monies due up to and including the date of termination.

NON- Mandatory Clause –Gives the contractor the right to cancel if the State fails to cure any breach of this contract.

Disputes

- A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs. If the State and the Contractor cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:
 - 1. The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The Commissioner’s decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner’s decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.
 - 3. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

NON-Mandatory Clause – This is a very important clause. You should use it with every contract. This gives you and the Contractor an avenue to settle grievances, rather than to terminate the contract. No authority can replace that of the Commissioner of the Indiana Department of Administration. It is sometimes helpful to reinforce to the Contractor that this procedure is merely to assist the State in determining true conflicts from mere misunderstandings, and that the decision of the Commissioner is non-binding.

Drug-Free Workplace Certification The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the Contractor’s workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, Contractor hereby further agrees that this contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor’s workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform it’s employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor’s policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

Mandatory Clause – This language is required by Executive Order number 90-5. You **MUST** have this clause. Note that it has been modified in 2005 to apply only to Contractor’s employees within the State of Indiana. State regarding any incidents with employees working in the State of Indiana to.

Employment Option

If the State determines that it would be in its best interest to hire and employee of the Contractor, the Contractor will release the selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the State or employee.

NON- Mandatory Clause – This clause gives the State the right to hire employees of the contractor with no cost to the employee or State.

Force Majeure

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a “Force Majeure Event”), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this contract.

NON-Mandatory Clause – This clause protest both the State and the contract in the event that a natural disaster of any sort should occur and render either party unable to perform their duties.

Funding Cancellation When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

Mandatory Clause – Indiana Code section 5-22-17-5. This clause protects the State should the funds are not appropriated or otherwise available to continue the contract. This clause would only be invoked should the funds no longer be available.

Governing Laws This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

Mandatory Clause – Indiana Code section 34-13-2-3 (d) The clause makes it requirement that any type of suit brought against the State must occur in the State of Indiana.

Indemnification The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officers, and employees from all claims and suits including court costs, attorney’s fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall **not** provide such indemnification to the Contractor.

Mandatory Clause – Indiana Constitution, Article X, Section 3 provides that no money shall be drawn from the Treasury, but in the pursuance of appropriations made by law. If we provide Indemnification to a contractor that is in essence making an obligation of funds which have not be appropriated.

Independent Contractor

Both parties hereto, in the performance of this contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and workers’ compensation insurance for the Contractor’s employees

NON-Mandatory Clause – This clause states the contractor in which we sign the contract with is acting alone and is required to provide all necessary employment and worker’s compensation insurance. This clause really only applies consulting contracts. This reaffirms the legal relationship in a personal services contract.

Information Technology Enterprise Architecture Requirements If Contractor provides any information technology related products or services to the State, Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are online at <http://iot.in.gov/architecture/>. Contractor specifically agrees that all hardware, software, and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if Contractor fails to cure a breach of this provision within a reasonable time.

***Mandatory Clause** – Indiana Code 4-13.1-3 This clause required the vendor to be in compliance with information technology related products or services to the State, Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are online at <http://iot.in.gov/architecture/>.

*This is only a mandatory clause when the contract is for IT technology product and services.

Insurance

A. The Contractor shall secure and keep in force during the term of this Contract, the following insurance coverages, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State.

2. Automobile liability with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence.

3. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of Workers compensation coverage meeting all statutory requirements of IC 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority issued by the Indiana Department of Insurance.

2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.

4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.

5. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract.

The Contractor shall furnish a certificate of insurance and all endorsements to the undersigned State agency prior to the commencement of this Contract.

NON-Mandatory Clause - However, you may make a business decision that requires insurance provisions. If so you should use the language provided here.

Key person(s)

- A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days prior written notice.
- B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.
- C. Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are _____

NON- Mandatory Clause - This clause should only be included if your agency has identified persons key to the success of the contract. The Key Person should be identified in the Duties section of the contract OR may be included in this section.

Licensing Standards The Contractor and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. The State shall not be required to pay the Contractor for any services performed when the Contractor or its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, or if disciplinary action is taken against the applicable licensure, certification, or accreditation, the Contractor

NON-Mandatory Clause – This clause hold the contractor responsible should the service being provided require any type of licensing, certification .etc. Should some type of licensing or certification be required and the contractor is not in compliance, the State shall not be required to pay the Contractor for any services performed while in non-compliance.

Material Incorporated or Referred to in Contract

The Contractor has supplied herewith all written materials, documents, or instruments mentioned or referred to in the contract except, where applicable, user manuals which will be included with the equipment upon delivery and which do not alter the terms of this agreement.

NON-Mandatory Clause – This clause confirms that the contractor has supplied all documents

reference in this document.

Merger & Modification This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

NON-Mandatory Clause – This clause simply states the contract represents the entire agreement between the parties.

Minority and Women’s Business Enterprises Compliance The Contractor agrees to comply fully with the provisions of 25 IAC 5 and the Contractor’s MBE/WBE participation plan.

The following Moe’s and WBE’s are listed on the Minority and Women’s Business Enterprises Division directory of certified firms will be participating in the RFP according to the following schedule:

<u>MBE/WBE SERVICES</u>	<u>PHONE UTILIZATION DATE</u>	<u>COMPANY NAME</u>	<u>SCOPE OF PRODUCTS and/or AMOUNT</u>
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NON-Mandatory Clause – This clause will list the Minority and/or Women Owned Business Plan and percentage as outlined in the Request for Quote/Invitation to Bid.

Nondiscrimination.

Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Contract. The Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract. The Contractor’s execution of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

Mandatory Clause – Indiana Code sections 22-9-1-10 & 5-16-6-1. This clause provides that the contract will not discriminate against employee or applicant in performing this contract.

Notices

Whenever any notice, statement or other communication is to be sent to the State or to the Contractor, it shall be sent to the following addresses unless otherwise specifically advised:

Notice to the Agency shall be sent to:

Contact Name & Title

Street Address

City/State/Zip

FID/TIN Number

Contact name & Title

Street Address

City/State/Zip

FID/TIN Number

Notice to the Contractor shall be sent to:

Payment to the Contractor shall be sent to:

NON-Mandatory Clause – This clause provide the opportunity for the State and the Contractor a place to list the contacts and address so there is no confusion as to the contact and addresses to be used when corresponding.
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Ownership of Documents and Materials

All documents, records, programs, data, film, tape, articles, memoranda, and other materials developed under this contract shall be considered “work for hire” and the Contractor transfers any ownership claim to the State of Indiana and all such materials will be the property of the State of Indiana. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of the services specified herein, the Contractor shall

be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided herein while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor during the term of this contract shall be available to the State.

NON- Mandatory Clause – “Work for Hire” is a legal term used in the Copyright Act. This clause gives the State the right to own documents if once products and/or services are complete.

Payments

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.

Mandatory Clause – Indiana Code section 4-13-2-14-8. This clause allows the state 35 days after receipt of invoice to make payment to the contractor and mandates the use of electronic funds.

Penalties/Interest/Attorney's Fees

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, the Parties stipulate and agree that any liability resulting from the State of Indiana's failure to make prompt payment shall be based solely on the amount of funding originating from the State of Indiana and shall not be based on funding from federal or other sources.

Mandatory Clause – This clause protect the State from paying penalties, interest, and attorney's fees except as allowed in Indiana Code 5-17-5, Late Payments on Pubic Contracts, and 34-13-1-6, governing interest of the State.

Progress Reports

The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

NON-Mandatory Clause - This provision may be modified to include specific dates or periods that reports are due. Please modify the language in such a way as to be appropriate for your

agency

Renewal Option

Use this language if you are NOT allowing for a price increase:

This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC 5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract.

Use this language if you **are** allowing for a price increase.

Use this language if you have pre-negotiated a price increase:

This Contract may be renewed under the same terms and conditions subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC 5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract. Any subsequent renewal to this Contract may include an increase of up to _____ percent at the sole discretion of the State.

This is the clause that is preferred

This contract may be renewed under the same terms and conditions subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC 5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract. Any provision for automatic renewal is void.

NON-Mandatory Clause – This clause allows the contract to be renewed if the original contract term is not four (4) years.

Security and Privacy of Health Information

The Contractor agrees to comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) in all activities related to this Contract, to maintain compliance throughout the life of this Contract, to operate any systems used to fulfill the requirements of this Contract in full compliance with HIPAA and to take no action which adversely affects the State's HIPAA compliance

The parties acknowledge that the Department of Health and Human Services has issued the Final Rule, as amended from time to time, on the Standards for Privacy of Individually Identifiable Health Information, as required by HIPAA. To the extent required by the provisions of HIPAA and regulations promulgated thereunder, the Contractor covenants that it will appropriately safeguard Protected Health Information (PHI), as defined by the regulations, which is made available to or obtained by the Contractor in the course of its work under this Contract. The Contractor agrees to comply with applicable requirements of law relating to PHI with respect to any task or other activity it performs for the State as required by the final regulations.

NON-Mandatory Clause – This clause would need to be included in contracts that deal with any

medical information or health records.

Severability

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provision of this contract.

NON-Mandatory Clause – This clause protects the validity of all clause of the contract. If a clause or provision for any reason becomes invalid it does not affect the remaining clauses.

Substantial Performance

This contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.

NON-Mandatory Clause – This clause simply states the contract is deemed to be complete only when performed in accordance with the terms and conditions and any amendments that may have occurred.

Taxes

The State of Indiana is exempt from state, many federal and local taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this contract.

NON-Mandatory Clause – This clause informs the vendor of the State's exemption from state, federal and local taxes.

Termination for Convenience

This contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

NON-Mandatory Clause – This clause give the State the right to terminate this contract when it is deemed to be in the best interest of the State.

Termination for Default

- A. With the provision of thirty (30) days notice to the Contractor, the State may terminate this contract in whole or in part, if the Contractor **fails to:**
1. Correct or cure any breach of this contract;

2. Deliver the supplies or perform the services within the time specified in this contract or any extension;
 3. Make progress so as to endanger performance of this contract; or
 4. Perform any of the other provisions of this contract.
- B. If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

NON-Mandatory Clause – This clause gives the right to the State to Terminate should the contractor default and in some instances acquire the supplies or services from another source and the contractor be liable to the State fro the excess cost.

Travel

No expenses for travel will be reimbursed unless specifically permitted under the scope of the services or consideration provision. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-State travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines. (Financial management Circular (2003-1).

NON-Mandatory Clause – The clause protects the State from paying contractor’s more to travel then a state employee is allowed. An important note to make is the travel is not to be reimbursed unless specially outline and discussed in the Request for Quote/Invitation to Bid.

Waiver of Rights

No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

NON-Mandatory Clause – This clause protects the State should we allow one breach under this contract but not other.

Work Standards

The Contractor agrees to execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on

this contract, the State may request in writing the replacement of any or all such individuals and Contractor shall grant such request.

NON-Mandatory Clause – This clause allows the State to ask for replacement personnel should the State feel they are not following the highest professional and technical guidelines and standards.

State Boilerplate Affirmation Clause I swear or affirm under the penalties of perjury that I have not altered, modified or changed the State’s Boilerplate contract clauses in any way except for the following clauses which are identified by name below:

NON-Mandatory Clause – This clause is to be used to list any clause that have been modified or changed in any way.

NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

Unique Terms and Conditions for each Contract

The following is a list of unique requirements for each contract, the State Addendum, the Contract for Services, Equipment Lease Agreement (Rental Agreement) and a brief explanation of what they are to be used for.

The State Addendum is normally used for Maintenance contracts and software license, however the addendum should be used when the vendor insists on using his/her own standard/form contract. The State Addendum incorporates the State’s contracts provisions that will supersede vendor’s standard/form contract terms that are not favorable to the State. **DO NOT SIGN THE VENDOR’S CONTRACT. ALL PARTIES MUST SIGN THE STATE’S ADDENDUM SIGNATURE PAGE!**

The purpose of the State Addendum is to modify, delete, or amend certain terms and conditions set forth in a vendor’s standard/form Contract. This Addendum and the Form Contract are incorporated into each other and, when read together, shall constitute one integrated document.

Any inconsistency, conflict, or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence and effect to this Addendum.

REMINDER: You must read the vendor's contract that is being attached to the State's Addendum. Most provisions that the state would not agree to, are addressed in the addendum, but you should not assume that all clauses in the vendor's contract are acceptable to the State.

Unsolicited Bidder Requests

The State of Indiana does not preclude anyone from responding to a solicitation. Any bidder requesting a copy of a solicitation or interested in responding to a solicitation must be accommodated.

PURCHASES \$5,000 TO \$75,000 (Increased Streamline Delegation)

Agencies with increased streamline delegation must follow all directives as the agencies that have Streamline Delegation up to \$25,000, but they can solicit purchases up to \$75,000.

The Request for Quotation (RFQ) form and the solicitation package is required as the instrument for soliciting quotations for purchases with estimated between \$5,000 and \$75,000.

The only other difference is the payment method allowed for these agencies and is covered in Payment Methods starting on Page 68.

SMALL BUSINESS SET-ASIDE

Created by statute (IC5-22-14), the Small Business Set-Aside program was put in place to promote the growth and success of small businesses. The commodities (including printing) identified below have been chosen to participate based on the small business community that is

known to be capable of supporting the needs of the State, while still allowing fair and equitable competition in the procurement process. The program is applicable to commodity purchases between \$5,000 and \$25,000, and printing purchases between \$5,000 and \$15,000.

Soliciting quotations for purchases that qualify under the Small Business Set-Aside requirement should be done using the same documents and the same processes as would be used for any other purchase within these estimated dollar amounts. However the statute, dictates that only bidders who qualify as small businesses should be solicited.

ITEM	UNSPSC CODE
First Aid/Safety Equipment	42170000, 42290000, 46180000
Hardware and relative items	24110000, 31162700, 46171500
Badges/Emblems	55120000
Hand Tools	27111500
Personal Computer Hardware/Peripherals	43000000, 26121600
Personal Computer Software	43190000, 43230000
Police Equipment	46000000
Plumbing Equipment	30180000
Building Maintenance Materials	72100000
PRINTING	82121500

Bidders responding to Small Business Set-Aside solicitations must complete the Indiana Small Business Preference section of the **Claiming Preference Page** (located in the RFQ solicitation package, Attachment C) to certify that they are indeed a small business, and indicate their category of classification: a wholesale business, a service business, a retail business, or a manufacturing business.

Items within the commodity categories identified for this program may be available on QPA contracts and should be purchased from these contracts if the item offered meets the user’s requirements. QPA contracts should be reviewed for these types of commodities before soliciting a Small Business Set-Aside.

If small businesses to solicit for the items listed above cannot be located, documentation must be provided explaining how that was determined, and an exception must be granted by the IDOA Procurement Division **before** quotations are solicited. Requests for exception should be directed to the Deputy Director of Buying at 317/232-3032 or fax 317/232-7312.

MAKING CHANGES TO SOLICITATIONS

Notice of Addendum

A Notice of Addendum (**Attachment D**) may be used when it’s necessary to make a change to a solicitation that could affect the bidder responses. This might include a change in specifications, delivery date or time requested, quantity requested, etc. As the bidders must be provided a sufficient amount of time to incorporate the changes, the Notice of Addendum may also be used to extend the closing date and time.

The Notice of Addendum document should be completed and sent by email, fax, or mail to all bidders solicited. The form must be signed and returned with the bidder’s

responses. If sent by fax, keep the transmittal report as verification that the addendum was sent and received.

In situations where there is not time to make the appropriate changes, notify the vendors of cancellation in writing and re-quote.

Canceling a Solicitation

In the event that it is necessary to cancel a Request for Quotation, all bidders solicited must be notified. Any pricing received must not be released.

If re-soliciting for the same product or items, all of the original vendors must be solicited.

RECEIVING SOLICITATION RESPONSES

All bidder responses must be **date and time stamped** upon arrival. This provides proof that the quotes were received by the date and time requested. Agencies that don't have a date and time "stamp" may manually write the date and time received and initial it using **red ink**. Quotes that have been stamped with the date and time by a fax machine are acceptable.

Always keep bidder responses in a safe place until the requested date and time for them to be returned has passed.

Responses received after the date and time requested are considered late and should not be considered for an award. All information in the quotes must remain confidential until the purchase order has been encumbered.

EVALUATING SOLICITATIONS

When determining which bidder should receive the award, there are details that must be considered in evaluating the responses.

Was the response received by the requested date and time?

Responses received after the requested date and time are considered late and may not be considered for an award. There are only two exceptions to this rule: All responses received were late, or a late response was the **ONLY** response received.

Does the bidder meet the requested specifications?

Alternative products may be considered if the bidder has provided an explanation and the item offered meets or exceeds the functional requirements of the agency. (For more details, see Exceptions, (Pg. 61)

If only one response is received, is the quoted price fair and reasonable?

If an award is made to the only quote received, a justification must be included indicating how it was determined that the price is fair and reasonable. (For more details, see Fair and Reasonable Pricing, (Pg. 56)

Approval must be received from the Deputy Director of Buying, (317/232-3032) prior to award of these solicitations.

If there was a delay in making the award, are the prices still valid?

The Request for Quotation form states that all quoted prices are assumed valid for 90 days unless otherwise stated. It is acceptable for bidders to state a different time period; "Prices valid for 30 days," for example. If there has been a delay in the process of making an award, bidders should be contacted to verify that the quoted prices are still valid. The person spoke with and a brief summary of the conversation must be noted in red ink.

Did the bidder return all necessary paperwork?

Verify that all the required pages and sections of the solicitation package have been properly completed. If not, they may be requested from the bidder. Did the bidder adequately complete the Indiana Economic Impact form and sign it on the second page? Did the bidder submit MBE/WBE Participation information as required? Was the bidder registered with the Secretary of State's office (if they're an out of state corporation or incorporated)? Has the bidder noted any exceptions to the specifications in their response or in the Exception section of the package?

Did the bidder complete the Signature block in the RFQ package?

By completing and signing the signature block, the bidder acknowledges agreement to all terms and conditions and declares that all information provided in the solicitation package is accurate and complete. If the bidder has not completed this section, they may be contacted and asked to do so, provided there is a manual signature somewhere in the response before the deadline has passed. An award should not be made to a bidder who refuses to complete the signature block. (A faxed signature is acceptable.)

Did the bidder claim any preferences?

Bidders may indicate that they qualify and are claiming preferences on the "Claiming Purchasing Preferences" page in the solicitation package. For more information about applying those preferences appropriately, see Purchasing Preferences, (starting on Pg. 56)

Note: The Indiana Small Business Preference section of this form must be completed if the solicitation was done as a Small Business Set-Aside or if the bidder is claiming the Indiana Small Business Preference. One of the 4 criteria in this section must be marked by the vendor indicating which criteria they meet to qualify as a Small Business. Be sure to let bidders know about this requirement when soliciting under the Small Business Set-Aside program. (For more details, see Small Business Set-Aside, (Pg. 50) and Indiana Small Business Preference, (Pg. 59).

Did the bidder claim Indiana Business preference?

Bidders who claim this preference must have the claim verified at time of the award. The buyer will need to refer to Attachment P instructions for verification of the Indiana Business preference. The buyer will also need to verify that the bidder claimed the

Indiana Business preference on their bidder registration. This needs to be done also or PeopleSoft will view them as an out of state bidder. If the bidder is not registered or has not updated their bidder profile the buyer should direct the bidder to www.buyindiana.in.gov, so they can properly claim this preference.

Is there a state surplus requirement?

If the solicitation involves the trade-in of surplus property, the bidder must include the trade-in allowance dollar amount to be deducted from the original cost. (For more details, see State Surplus Requirements on (Pg. 68)

Are the extension prices calculated correctly?

Unit prices can never be changed for any reason. If a bidder quotes a “lot” price, this price becomes the unit price and cannot be changed. If a bidder has mistakenly quoted the wrong unit price, the quotation must be withdrawn (in writing) or the price must be honored. The extension price may be corrected if there has been a mathematical error. Any changes made to the extension prices should be made using red ink and initialed.

Unit prices may be quantified (if a bidder quotes a “quantity” price instead of an “each” price, for example).

Are there any obvious price discrepancies?

Whenever there is a large margin of difference between quoted prices, it is necessary to contact the bidder and verify that the price offered is correct. A large price difference could indicate that the bidder quoted the wrong price or the product offered does not meet the specifications.

Would a “Split Award” be cost effective? Is a “Split Award” necessary to get all the items requested?

In many cases, there could be a cost savings by splitting the award between two or more vendors. Also, a split award may sometimes be necessary to get all the items requested if all bidders did not quote on all items.

Bidders may submit responses indicating "All or None" which cannot be considered for a split award. (For more details, see Split Awards on (Pg. 60)

Is a spreadsheet needed?

Procurement agents must create a spreadsheet for the evaluation of bidder responses for all solicitations of 15 or more line items, and/or solicitations involving a split between vendors (**Attachment E**). This requirement is applicable to all purchases.

Can an award be made to a vendor who is not offering the lowest price?

In some cases, yes. If the lowest priced vendor does not meet specifications, and/or delivery timeframes, these factors can be taken into consideration. In addition, if one vendor is claiming preferences and the other vendor is not, this can also affect the award. (For more details, see Justification, “Not recommending or making an award to the lowest response,” (Pg. 55)

Is there a “tie” between responses?

If two or more bidders propose identical pricing, certain factors can be considered to determine an award. Determining factors could include an Indiana bidder vs. an out-of-state bidder, or one bidder can deliver before the requested delivery date or one vendor has M/WBE participation and the other vendor does not. (For more details, see Justification, Breaking a “Tie” Between Responses, (Pg. 55)

Regarding Procurement Contracts, did the vendor meet the State’s Mandatory Terms and Conditions?

Verify that the vendor has met the Mandatory and also Non-Mandatory terms that the agency has incorporated as part of the overall contract award.

Regarding Procurement Contracts, did the vendor claim the correct preferences for the type of award being made?

If the contract was for a “printing service” the vendor could claim the Recycled Content preference and if it is an Equipment/Rental contract the vendor could claim the “Buy American” because the agency is receiving an actual commodity in addition to the service of that commodity.

Any information not provided to each bidder as part of the solicitation may not be used for evaluation purposes. Anytime it is necessary to contact a bidder to verify information, it is important to always document who was spoken with and what was said. If you document this information on the quote, use **red ink** so that it can be distinguished from any markings made by the bidder. In the process of verifying information provided by bidders, DO NOT disclose any information offered by competitors.

JUSTIFICATION

All procurement files are public information, making documentation extremely important. By providing the proper explanation, procurement agents may prove that procurement process requirements were met, fair and equitable competition was sought, and the best interest of the State of Indiana was protected while making the best possible use of taxpayer dollars. A justification must accompany the file in any of the following situations.

A name brand specific product has been requested.

Although many vendors may be able to supply a name brand requested, an explanation as to why a specific brand is needed and alternate products cannot be considered must be provided.

Not recommending or making an award to the lowest response.

If the lowest bidder does not meet the required specifications, describe in detail specifically what they do not meet. Awarding to the next lowest bidder meeting the specification requirements is acceptable in this situation.

If the lowest bidder meets all specifications but has not provided the appropriate paperwork (after several requests which have been documented), an award may be made to the second lowest bidder.

If the quote from the lowest bidder was received after the requested time and date, the award must be made to the second lowest responsive/responsible bidder.

Recommending or awarding to the only response received.

If only one response is received, it must be determined that the quoted price is fair and reasonable (see Fair and Reasonable Pricing, (Pg. 56), before making an award. After the award is made and as time allows, purchasing staff should investigate why other bidders did not offer quotations to verify that the specifications were not restrictive or vague, and to make certain the correct type of bidders were solicited.

Breaking a “Tie” between responses.

When two or more quotes with identical pricing are received, the reasoning used in choosing the bidder to receive the award must be documented. Determining factors could include an Indiana bidder vs. an out-of-state bidder, or one bidder can deliver before the requested delivery date.

If assistance is needed in determining an award involving a tie situation, please contact the IDOA Procurement Division.

Requests for Vehicle Purchases

The State Board of Accounts manual (pg. 11:15) references a public law and the requirements specified for purchasing vehicles. The requirements involve a justification that should accompany all purchase requests for vehicles.

Approval of requests to purchase vehicles will be made based on justifications addressing the following considerations.

- 1) Intended use of the vehicle, function to be performed in its daily job.
- 2) Average monthly mileage of official use.
- 3) Vehicle type requested and what is needed to perform functions of the job.
- 4) Funds budgeted for vehicle purchase or lease.
- 5) Does it replace an existing vehicle or add to the State fleet?
- 6) Consideration of consolidating vehicle use. Can one vehicle be used to accommodate two or more needs?
- 7) Extending the useful life of vehicles. Motor Pool requires 100,000 miles for replacement unless mechanical problems require the vehicle to be replaced earlier.

Please include justification when sending these requests to the IDOA Procurement Division. For more information, please contact Cindi Atkinson, Purchasing Administrator, at 317/232-3040 or catkinson@idoa.in.gov.

FAIR AND REASONABLE PRICING

When an adequate number of bidders have been solicited for a purchase and only one response is received, an award may be made to the only response received if the quoted price is considered fair and reasonable. This determination can be made if the answer to one of the following three questions is “yes”.

- Is the quoted price within the government estimate?
- Is the price similar to that received in the past for the same or similar item?
- Is the price within that expected by the procurement professional? (An explanation must be documented.)

After the award is made and as time allows, purchasing staff should investigate why other bidders did not offer quotations to determine if the specifications might have been restrictive or vague, and to make certain the correct type of bidders were solicited.

PURCHASING PREFERENCES

The State of Indiana is committed to making purchases that promote the economy, the environment, and the nation. In support of this commitment, “preferences” have been put in place giving advantages to certain types of businesses and products. Bidders must complete the “Claiming Purchasing Preferences” page of the solicitation package (**Attachment C**) in order for preferences to be applied or considered.

There are three basic types of preferences: Absolute, Price, and Tie-breaking. Each type is explained in detail below. For additional information or further clarification, please review the State of Indiana Procurement Preferences document found at <http://www.IN.gov/idoa/proc/PreferencesforWeb.pdf>.

Absolute Preferences

An absolute preference allows bidders meeting certain criteria to receive an award without regard to other criteria unless another bidder also claims the preference, meaning that the bidder offering the lowest cost may not be the correct choice for award. There are currently three preferences offered in this category.

U.S. Manufactured Preference (Indiana Code 5-22-15-21, 25 IAC 1.1-3)

The statutes require the purchase of only United States manufactured products whenever possible. If a bidder claims this preference, they are certifying that the end products they are offering are U.S. manufactured. If the cost of its components mined, produced, or manufactured in the United States exceeds 50% of the cost of all its components, it meets the criteria for this preference. A bidder offering foreign-made products at a lower price should not receive an award if U.S. manufactured products that meet specifications are available for purchase.

Usually the U.S. Manufactured preference does NOT apply to Procurement Contract awards.

Steel Products Preference (Indiana Code 5-22-15-25)

Steel products used in the manufacture of supplies for a contract or supplies used in the performance of services under the contract must be manufactured in the United States. This preference applies only to purchases over \$10,000.

NOTE: The steel preference should only be applied during evaluation when a State agency has requested steel products by which the products are rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two (2) or more such operations, by the open hearth, basic oxygen, electric furnace, Bessemer, or other steel making process (i.e. I-Beam, rebar, etc.).

Coal Mined in Indiana (Indiana Code 5-22-15-22)

When purchasing coal for use as fuel, an absolute preference is given to coal mined in Indiana.

Price Preferences

A price preference is offered to allow certain types of businesses or businesses that offer certain types of products to be able to compete for the State's business while taking into consideration a preference. If a bidder claims a price preference, a given percentage will be deducted from the price of the item or items that meet the criteria for that preference, and the newly figured prices will be used for **evaluation purposes** to determine who should receive the award. If such a bidder claiming a price preference receives an award, the original quoted amount will be paid for the products or services.

Only one (1) price preference may be applied to each item, even if the bidder has indicated they wish to claim multiple preferences. The one that is most beneficial should be applied.

Here is an example of how to calculate a price preference.

The bidder's quoted price is . . . \$6,000
A 15% preference is applied . . . - \$900
Amount used for evaluation . . . \$5,100

If this bidder receives the award, the amount we pay is \$6,000.

Indiana Business Preference (Indiana Code 5-22-15-20.5)

Defining an Indiana Business:

Executive Order 05-05 establishes a goal that state agencies will procure 90 cents of every dollar from Indiana businesses. The effective date of this policy is July 1st 2005.

"Indiana business" refers to any of the following:

- (1) A business whose principal place of business is located in Indiana.
- (2) A business that pays a majority of its payroll (in dollar volume) to residents of Indiana.
- (3) A business that employs Indiana residents as a majority of its employees.
- (4) A business that makes significant capital investments in Indiana.
- (5) A business that has a substantial positive economic impact on Indiana.

Bidders claiming this preference must indicate which of the provisions above qualifies them as an Indiana business. They must also fully complete the Indiana Economic Impact Form (State Form 51788) and include it with their response.

If a company is claiming to be an "Indiana Business" under any of these definitions the Agency must verify this claim. A guide on how to verify this preference is **Attachment P**.

The following is the policy concerning items 4 & 5 described above:

Substantial Capital Investment:

Any company that can demonstrate a minimum capital investment of \$5 million or more in plant and/or equipment or annual lease payments of \$2.5 million or more shall qualify as an Indiana business under category #4. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

Substantial Indiana Economic Impact:

Any company that is in the top 500 companies (adjusted) for one of the following categories: number of employees (DWD), unemployment taxes (DWD), payroll withholding taxes (DOR), or Corporate Income Taxes (DOR); it shall qualify as an Indiana business under category #5. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

For purchases under the Streamlining program, qualifying bidders receive a five percent (5%) price preference.

Please contact the IDOA Procurement Division at 317/232-3032 if assistance is needed in applying this preference.

Indiana Small Business Preference (Indiana Code 5-22-15-23)

The State of Indiana offers a fifteen percent (15%) price preference to qualified businesses within the state to encourage the growth and success of small companies. This preference should not be confused with the Small Business Set-Aside program.

To be eligible to claim the Indiana Small Business Preference, the bidder must be an Indiana business (as defined above in the Indiana Business Preference section) and qualify in at least one of the four following categories:

- (1) A wholesale business with annual sales of \$4,000,000 or less during the last fiscal year.
- (2) A service business with average sales of \$500,000 or less for the current and preceding three fiscal years, and employs no more than 25 persons.
- (3) A retail business or a business selling services with annual sales and receipts of \$500,000 or less.
- (4) A manufacturing business which employs no more than 100 persons.

Recycled Products Preference (Indiana Code 5-22-15-16)

This preference does NOT apply to Procurement Contracts in most cases.

The Indiana Code governing the Recycled Preference offers an opportunity to inform the vendor community that we're serious about buying recycled! The State of Indiana should be requesting recycled products whenever possible. Please refer to the Greening the Government Web page at www.in.gov/idoa/greening/greening for more details.

For additional information about recycled products, contact Rosemary Vandivier, Recycled Business Coordinator, at 317/ 232-3037.

To be eligible to claim the Recycled Preference, qualifying products must contain at least 20% recycled materials (30% post-consumer for white copy paper). Bidders MUST provide manufacturer certification to substantiate their claim. However, if recycled content is listed as a requirement in the item specifications, the preference is not applicable and cannot be claimed.

The figure 15% as the preference amount is set as a standard. However, the preference offered may be anywhere between 10% and 15% as long as the amount of the preference that will be applied is stated in the solicitation.

Soybean Oil Based Ink Preference (Indiana Code 5-22-15-18)

A price preference of ten percent (10%) is offered for soybean oil based ink. The preference does not apply when the purchase description is limited to soybean oil based ink.

Soy Diesel/Bio Diesel Preference (Indiana Code 5-22-15-19)

Fuel that is at least twenty percent (20%) soy diesel/bio diesel by volume qualifies for this preference. The price preference to be applied is ten percent (10%) of the bid price. This preference does not apply when the purchase description is limited to a fuel of which at least 20% by volume is soy diesel/bio diesel.

Tie-breaking Preferences

A tie-breaking preference is one that applies only when products of the same type and quality are offered at the same price.

Foods and beverages that contain high levels of calcium (Indiana Code 5-22-15-24)

High calcium foods and beverages are preferred over those with lower calcium levels.

SPLIT AWARDS

(Commodities Only)

The Procurement Division consistently looks for ways to make the wisest use of taxpayer dollars while considering the best interest of the State of Indiana. Therefore, an award split between two or more bidders is recommended whenever it would provide a substantial cost savings. A split may also be necessary to get everything needed when none of the bidders provide a quote for all the items requested.

A split award should be documented using a spreadsheet indicating which bidder offers the lowest price for each item. Caution should be used as only some items offered may qualify for certain preferences, and others may not meet the required specifications. If you are applying a pricing preference for any of the vendors that responded, make sure that you apply it either line-by-line (if they didn't quote on all lines) or by total dollar amount for all lines if they have quoted "all or none". These types of determinations should also be noted on the spreadsheet.

If the procurement agent or designee determines in the process of evaluation that a split award will provide a cost savings of \$100 or more or to award all or most items, a split award is recommended. However, a split award is not required; the decision to split the award or make an award to the overall lowest complete quotation is at the agency's discretion. (The "lowest complete quote" is the response that offers all items requested and meets all specifications at the lowest total cost.)

Processing Split Awards

Purchases \$500 to \$5,000 (\$500 to \$25,000 for agencies with Increased Delegation)

If a split award is cost effective, the savings should be documented using a spreadsheet and kept in the solicitation file with the recommendation. Bidders receiving an award as a result of the split and the items being awarded to each should also be documented.

Purchases \$5,000 to \$25,000 (\$25,000 to \$75,000 for agencies with Increased Delegation)

The solicitation file, including a spreadsheet and recommendation for award, must be forwarded to the IDOA Procurement Division. This applies to recommendations for a split award or an award to the overall low quote.

The total cost of the entire procurement, before splits, determines the payment method to be used. Split awards **totaling** \$5,000 or more (\$25,000 or more for agencies with increased delegation) must be submitted to the IDOA procurement division for award of a purchase order.

For a spreadsheet example detailing a Split Award, see **Attachment E**.

EXCEPTIONS

The Exception section located in the RFQ solicitation package (**Attachment C**) provides an opportunity for bidders to explain how products offered differ from the product requested, and explain how and why this alternative product meets or exceeds the requirements. This information should be considered when making an evaluation, especially if the alternative product offered would present substantial cost savings. The example below illustrates a situation involving an exception.

A solicitation requests quotations for a high-volume copier. The specifications are not restrictive, but are very specific. One of the listed requirements is a maximum warm-up time of 7 minutes.

When the bidder responses are received, the lowest responsive/responsible bidder meets all specification requirements except one; the copier offered takes 13 minutes to warm-up. However, the bidder explains that although the warm-up time is more than that requested, the copier may be programmed to warm up on its own at any time. The quoted price is considerably less than the others received, and the exception is clearly noted.

The alternate product offered in this example should be considered as the exception explained does not affect the functional requirements listed in the specifications, and a substantial cost savings could be realized.

Bidders offering alternate products for consideration must note all exceptions somewhere within their solicitation response. If specification requirements are not met and no exceptions are noted, the product should not be considered for an award.

If assistance is needed in evaluating a solicitation involving exceptions or alternate products, please contact the IDOA Procurement Division at 317/232-3032.

MBE AND WBE PARTICIPATION

The State of Indiana has established specific goals regarding racial minority and woman-owned enterprise participation in all purchasing activities. Each agency is responsible (and will be held accountable) for meeting the State's goals for minority and woman-owned business participation as stated below and should consider this when choosing vendors during the solicitation process.

Services Purchases: 7% MBE and 10% WBE

Goods Purchases: 3% MBE and 3% WBE

Bidders should complete and submit the Minority and Women Business Enterprise Participation Plan form included in the solicitation package (**Attachment C**) with each solicitation response in accordance with 25 IAC 5 and IC 4-13-16.5. In the Plan, the bidder must show that there are Indiana certified racial minorities and woman-owned enterprises participating in the purchase being made, or indicate that there is no participation involved with this particular procurement. While the participation may be as a subcontractor, second tier participation with common suppliers (office suppliers, courier services, etc.) is acceptable.

Respondents must list on the form the name of each Indiana certified racial minority and/or woman-owned business involved, a contact name and phone number, the product or service being supplied, and the specific dollar amount from this purchase that will be directed toward each M/WBE firm. **If the respondent is claiming MBE/WBE participation they must also include a signed letter(s), on the company letterhead, from the minority and/or women owned business.** The letter(s) shall state and will serve as acknowledgement from the minority and/or women owned business of their level of participation in this solicitation. The State reserves the right to deny participation points if the letter(s) is not attached or is attached but deemed "insufficient".

Internal Guideline:

When reviewing all bidder responses the Agencies need to make sure that a completed Minority and Women's Business Enterprise Plan form is in the package.

IDOA Procurement staff and Agency Procurement agents will ensure: 1. the letter is attached; 2. the letter is signed; 3. the letter is on the minority or women owned company's letterhead; 4. the letter references and matches the level of participation of the minority or women owned firm listed in the Minority and Women's Business Enterprise Plan. If any of the four elements are missing, the buyer or analyst who is responsible for evaluating/awarding the quote must check the M/WBE website and verify that they vendor(s) are certified. If they are not, then the participation amount on the form does not get counted. When the buyer contacts the vendor, the vendor should be given two full business days to become compliant. If the vendor does not respond with the appropriate information after two business days they will not be awarded the solicitation.

If the vendor awarded the quote is an M/WBE the participation does not get applied for them only the subcontractors and suppliers that they are including as part of their awarded quote.

The following change was added to bids, quotes and solicitation packages:

If the M/WBE participation level will exceed or fail to meet the goals outlined in the contractor's proposal, the contractor must notify the M/WBE office immediately at MWDBE@idoa.in.gov. In the event that the contractor fails to report changes in participation attainment, demonstrate a good faith effort to reach the participation goals, pay the MBE and WBE in a timely manner or satisfactorily resolve any outstanding claims, the department may elect to withhold a disputed amount from the payments due to the contractor, suspend or terminate the contract, recommend suspension of the contractor's certification status with the public works division, and/or suspend, revoke, or deny the MBE or WBE certification and eligibility to participate in the MBE or WBE program per (25 IAC 5-7-8).

The M/WBE companies listed on the participation form in the solicitation packages should be transferred to the contract package before submitting to IDOA/Procurement for review and approval. The contract normally is the document that they review so the information needs to appear as part of the contract as well.

This change is for the contractor's follow-up not the agency.

Questions involving the regulations governing the Minority and Women Business Enterprise Participation Plan should be directed to the Compliance department of the Minority and Women's Business Enterprise Development office at 317-232-3061.

CONTRACT CLEARANCE CHECKS

The Department of Revenue (DOR), Workforce Development (DWD) and Administration (IDOA) have been working to upgrade agency clearance procedures for all state contractors, vendors and licensees to an electronic format/process. As of September 1, 2004, all executive agencies/commissions began using the upgraded clearance process for all contracts and procurements \$2,500 and above. Agencies that issue licenses are also urged to use this upgraded process.

The process is designed to ensure that, at the time of contract or procurement award, prospective contractor/vendors are in good standing with the DOR, DWD and properly registered with the

Secretary of State (private corporations, nonprofit corporations, limited liability companies, limited liability partnerships and limited partnerships). Technical staffs of both DOR and DWD have developed a process that will accept batch submittals and process them electronically. Effective September 7, 2004, the Department of Administration (IDOA) may reject all contracts and procurements \$2,500 and above processed through IDOA that do not have required documentation that clearances have been conducted. When submitting purchasing documents to IDOA for processing, a copy of the DOR and DWD Clearance Sheet, as well as a screen print of the SOS registration from the SOS Website must be attached, and must not be more than thirty (30) days old.

If the clearance is denied by DOR or DWD, before an award can be made, the vendor must be contacted and informed of the denial. The vendor should further be instructed that it is their responsibility to correct the issue or they will not receive the award. The IDOA Procurement Division suggests allowing the vendor NO LESS than fifteen (15) business days to rectify the problem; at the end of this deadline, the clearance check should be performed again. If the clearance check is denied a second time, place the documentation of the denial in the purchasing file, and proceed with making an award to the second low responsive/responsible bidder.

Agencies are urged also to perform clearance checks during the post-contract accounts payable process that involves multiple or progress payments, as practicable. IDOA has also prepared standard contract language that allows agencies to enforce applicable policies for all contractors and vendors. Agencies may also access the Secretary of State's "Corporations Online" database independently to confirm clearance (www.in.gov/sos/business/corps/searches.html) for entities regulated by the Business Services Division of the Secretary of State's office.

SECRETARY OF STATE REGISTRATION

In accordance with IC 5-22-16-4, a bidder located out of State that is scheduled to receive an award if required to register with the Secretary of State; see below for requirements. There is no restriction, however, specifying the time frame for registration to be completed.

Below is a list of the types of businesses that must comply with the registration requirements. This list is not exhaustive. If more information is needed, please reference the Indiana Code cited above.

- Limited Liability Partnerships
- Limited Partnerships
- Corporations
- S-Corporations
- Nonprofit Corporations
- Limited Liability Company

The following businesses are NOT required to be registered with the Secretary of State, but may still do business with the State:

- Sole proprietorships
 - General partnerships
- (Note: A general partnership may consist of two or more entities that are required to file; i.e., two corporations can form a partnership)

Agencies unsure if a bidder is required to be registered should check the type of business the bidder has indicated on the signature page in the solicitation package, or contact the bidder and ask if they are one of the types of businesses listed above.

It is each bidder's responsibility to meet these registration requirements, and the purchasing agent's responsibility to verify that the requirements have been met BEFORE making an award. A businesses' registration status can be verified by visiting the Secretary of State Website at https://secure.in.gov/sos/bus_service/online_corps/default.asp using the bidder's company name as search criteria. **An award should NOT be made to a bidder who has not met the requirements above, or a bidder with a registration status that is inactive or revoked; the buyer doing the evaluation at the agency should contact the vendor and give them the opportunity to become compliant. Keep in mind that an award cannot be made to the vendor until they have provided documentation that they are compliant.**

Bidders may obtain information concerning their registration by contacting the Secretary of State's office at:

Secretary of State of Indiana
Corporations Division
302 West Washington Street, E018
Indianapolis, IN 46204
(317) 232-6576
www.in.gov/sos

RECOMMENDATION FOR AWARD

The IDOA Procurement Division requires all written solicitations and contracts regardless of the dollar amount from \$2,500 to \$25,000 (\$2,500 to \$75,000 for commodities for agencies with Increased Delegation) are summarized using the Recommendation for Award of Quotation form (**Attachment F**) or a letter that contains all the same information.

The purpose of this summary is not only to assist the IDOA Procurement Division buyers when reviewing purchasing files, but it also creates a check system assisting purchasing agents to ensure that all required procedures have been followed and all necessary information provided.

The Bidder Responses Received section should be completed documenting the responses that were received from each bidder.

The ***Description of Evaluation section*** requires a paragraph be written that provides an overview of the solicitation addressing the following:

- Based on the responses received, were the specifications satisfactory?
- Were there any delays in the purchasing process? If so, are the bidder's prices still valid?
- If any Preferences were claimed, did they affect the award?
- Include a statement that the award is being made/recommended to the lowest responsive and responsible vendor.
- If making an award to other than low quotation, explain why.
- If lowest response does not meet specifications, explain exactly what they don't meet.

- If only one response was received, explain how it was determined that the quoted price is fair and reasonable. (See *Fair and Reasonable Pricing*, (Pg. 56)
- If this is a Special Procurement (sole source) purchase, attach certification from the manufacturer/vendor.
- If a Recycled Preference was claimed, attach the manufacturer's certification.

The **Award Checklist section** is provided to assist the procurement agent or designee in making sure that all requirements for award have been addressed.

The **Award Recommendation section** should list the name of the vendor(s) awarded or recommended for award, the specific line item numbers awarded to each vendor, and total dollar amount of the award.

MAKING AN AWARD

Award of Procurement Contracts under \$500

After completing the evaluation, no Contract Clearance Check is required. The selected bidder should be sent a copy of the contract to be signed. Once you receive the contract from the vendor, you will get the required signatures at the agency and submit the contract along with the requisition generated from PeopleSoft to IDOA/Procurement for signature. Once IDOA has signed the contract we will make a copy of the contract for our files and return the original contract to the agency for the agency to create the PO and make payment.

Award of Purchases \$500 TO \$2,500

After completing the evaluation, no Contract Clearance Check is required.

Procurement Contracts: All procurement contracts over \$500 will be submitted to IDOA/Procurement Division and a purchase order will be created and encumbered by a buyer in the Procurement Div. The agency will submit the requisition, the quote package that was sent to all the bidders and a fully signed contract from the Head of the Agency and awarded vendor (that the agency has indicated on the Recommend for Award of quote form). The purchase order will be processed by IDOA and we will make a copy of the contract for our files and return the original contract to the agency.

Commodities and Printing:

The selected bidder must be notified of the award and given instructions for delivery. Verbal notification is acceptable. If the vendor requests notification in writing, print out a hard copy of the PeopleSoft purchase order (PO) and email, fax, or mail it to the vendor. For purchases within this dollar amount, the PeopleSoft PO should be used to notify the

vendor of award ONLY. Do not send the PO to IDOA Procurement Division or the Auditor's office.

Award of Purchases \$2,500 to \$5,000

Commodities and Printing:

After completing the evaluation and determining the lowest responsive/responsible bidder, Contract Clearances are required for the recommended bidder (See Contract Clearance Checks on (Pg. 63)

Complete the Recommendation for Award of Quotation form to summarize the details of the solicitation process and determination of award. The purchasing agent should then create and process a PeopleSoft PO and print out a hard copy. The PO should be faxed or mailed to the awarded vendor, and a copy filed with the solicitation. Do not send the PO to IDOA Procurement Division or the Auditor's Office.

Procurement Contracts: All procurement contracts over \$500 will be submitted to IDOA/Procurement Division and a purchase order will be created and encumbered by a buyer in the Procurement Div. The agency will submit the requisition, the quote package that was sent to all the bidders and a fully signed contract from the recommended awarded vendor (that the agency has indicated on the Recommend for Award of quote form) and the Head of the Agency. The purchase order will be processed by IDOA and we will make a copy of the contract for our files and return the original contract to the agency.

THE PROCEDURES OUTLINED ABOVE SHOULD BE APPLIED TO PURCHASES \$2,500 TO \$25,000 FOR AGENCIES WITH INCREASED DELEGATION OF AUTHORITY.

Award of Purchases \$5,000 TO \$25,000

Commodities and Printing:

After completing the evaluation and determining the lowest responsive/responsible bidder, Contract Clearances are required for the recommended bidder (See Contract Clearance Checks on (Pg. 63)

Complete the Recommendation for Award of Quotation form to summarize the details of the solicitation process and recommend an award. Forward the entire solicitation file, spreadsheet (if applicable), and the recommendation to the IDOA Procurement Division. **The Contract Clearance Check required must not be more than thirty (30) days old.**

An IDOA Procurement Division buyer will review the file and recommendation, and process an encumbered PO.

A copy of the entire package should always be kept for the agency files.
THE PROCEDURES OUTLINED ABOVE SHOULD BE APPLIED TO PURCHASES \$25,000 TO \$75,000 FOR AGENCIES WITH INCREASED DELEGATION OF AUTHORITY.

CERTIFICATE OF PRINTING CONTRACT

PERFORMANCE

Printing purchases require awarded vendors to complete and return the Certificate of Printing Contract Performance (**Attachment H**) with four samples of the printed items attached when the job is completed.

If the items are NOT State Forms, the Certificate and the attached samples should be sent to the requesting agency.

If the items ARE State Forms, the Certificate and the attached samples should be sent to the Commission on Public Records.

The items purchased should ALWAYS be delivered to the requesting agency.

STATE SURPLUS REQUIREMENTS

State Surplus approval is not necessary prior to making an award for the purchase of new equipment using an existing piece of equipment as a trade-in. Approvals should be requested after an award is made or a purchase order is issued.

Purchases Up to \$5,000

(Up to \$25,000 for agencies with Increased Delegation)

After the bidder responses are received, the Recommendation for Award of Quotation completed, and an award made, complete the Notification of Surplus State-Owned Property form (SF 13812, **Attachment I**).

Attach the form to a copy of the awarded vendor's quotation and forward the documents to State Surplus. THE PEOPLESOFT REQUISITION NUMBER MUST APPEAR AT THE TOP OF THE FORM.

When the signed approval is received from State Surplus, it should be filed with the purchasing documents.

Purchases \$5,000 to \$25,000

(\$25,000 to \$75,000 for agencies with Increased Delegation)

After the bidder responses are received and the Recommendation for Award of Quotation completed, complete the Notification of Surplus State-Owned Property Form (SF 13812 **Attachment I**).

Attach the form to a copy of the recommended vendor's quotation, and forward these documents to State Surplus. THE PEOPLESOFT REQUISITION NUMBER MUST APPEAR AT THE TOP OF THE FORM.

Attach a *copy* of the unapproved surplus form to the recommendation, requisition, and solicitation documents, and forward them to the Procurement Division for a purchase order to be issued.

State Surplus will review the request for trade-in and send copies of the signed approval to the agency and to the IDOA Procurement Division to be filed with the purchasing documents.

Agencies that have questions concerning surplus procedures or would like to request a copy of the State Surplus Instruction Manual, should contact State Surplus at 317/234-3685.

PAYMENT METHODS AND PROCEDURES

There are three basic types of payment methods available: the Special Disbursing Officer (SDO), the Claim Voucher, and the Purchase Order (PO for one-time purchases, and PO for QPA purchases). The appropriate method to be used depends on the type of purchase, the dollar amount, and the agency Streamlining delegation.

Special Disbursing Officer (SDO)

The SDO account is very similar to a personal checking account. With the exception of QPA's, the SDO officer is given an advance of state funds to be deposited in a checking account with permission to pay for certain types of purchases, determined by the authority granted by IDOA and the Auditor of State, within single purchase limits. The checking account is then reimbursed by the Auditor for the expenses listed on a form known as the SDO Reimbursement Voucher (SF 11649).

Although the SDO account is intended to be used for small dollar purchases, many agencies have SDO accounts with single purchase limits exceeding \$500. This does not mean that purchases within the SDO single purchase limit are exempt from the requirement to seek competitive quotes. All purchases more than \$500 must be solicited according to the policies and procedures outlined in this manual, regardless of the payment method.

According to the Auditor of State, SDO is the preferred payment method for all purchases less than \$500. Claim Vouchers within this dollar amount will still be processed, but because administrative costs are less, the Auditor encourages use of the SDO account.

Claim Voucher

A Claim Voucher (SF 11294) may be used to pay for purchases up to \$5,000 by agencies with the standard purchasing delegation. Agencies with increased delegation of authority may use the claim voucher to pay for purchases up to \$25,000. Special permission must be granted by the Procurement Division to pay for purchases using claim voucher if the purchase is above the agency delegation of authority. Requests for exception to this policy should be directed to the Deputy Director of Buying, at 317/232-3032.

All purchases more than \$500 should begin with a requisition in PeopleSoft eProcurement. The requisition should be copied to a Request for Quote (if applicable) and a PeopleSoft purchase order created, approved, budget checked, dispatched, and a printed hard copy generated. The PO should then be emailed, faxed, or mailed to the vendor, but actual payment will be made using a claim voucher if the purchase is within the agency delegation. Purchases above the agency delegation must be paid for using an encumbered PO discussed in the next section.

Claim Voucher Payment for Commodity Purchases

After all requested items have been received and verified to meet the required specifications, attach the vendor's invoice to the Claim Voucher and Claim Voucher Abstract (SF 22933) and send it directly to the Auditor's office for payment. DO NOT SEND the PeopleSoft PO to the Auditor with the claim voucher. The agency should always keep a copy of these documents for their purchasing files.

Claim Voucher Payment for Printing Purchases

Non-State Forms: After all requested items have been received and the samples attached to the Certification of Printing Contract Performance has been reviewed and determined to be acceptable, attach the vendor's invoice to the Claim Voucher and Claim Voucher Abstract (SF 22933) and send it directly to the Auditor's office for payment.

State Forms: The vendor should deliver the requested items to the agency and return the Certificate of Printing Contract Performance (with four samples attached) and an original invoice to the Commission on Public Records. After the Commission has reviewed the samples and determined that they are acceptable, the invoice will be sent to the agency. After the invoice is received, attach it to the Claim Voucher and Voucher Abstract and forward to the Auditor for payment.

Encumbered Purchase Order

A purchase order processed by the IDOA Procurement Division is used to encumber (reserve) the funds for a purchase. (Agencies may create PO's in PeopleSoft, within your delegation limits set by the Director of IDOA/Procurement Div, but ONLY the Procurement Division can create an encumbrance.) An encumbered purchase order is required for all purchases \$5,000 and above for agencies with the standard purchasing delegation, and \$25,000 and up for agencies with increased delegation of authority.

The vendor will be notified (by receiving a purchase order) that their company has received the award, and the funds for the purchase have been reserved. The vendor will not receive payment, however, until all requested items have been received, inspected, and accepted. Partial payments may be made as necessary against an encumbered PO.

Encumbered PO's for Commodity Purchases

After all requested items have been received and verified to meet the required specifications, attach the vendor's invoice to the receiver copy of the PO and forward to the Auditor's office for payment.

Encumbered PO's for Printing Purchases

Non-State Forms: After all requested items have been received and the four (4) samples attached to the Certificate of Printing Contract Performance have been reviewed and determined to be acceptable, attach the vendor's invoice to the receiver copy of the purchase order and forward to the Auditor for payment.

State Forms: The vendor should deliver the requested items to the agency and return the Certificate of Printing Contract Performance (with four (4) samples attached) and an original invoice to the Commission on Public Records. After the

Commission has reviewed the samples and determined that they are acceptable, the invoice will be sent to the agency. Attach the vendor's invoice to the receiver copy of the PO and forward to the Auditor for payment.

It is important not to confuse the payment method with the procurement method. Purchases made by any procurement method may be paid for using a variety of different payment methods depending on circumstantial requirements.

Payment for QPA Purchases

QPA Purchases within Streamlining Delegation

Purchases from QPAs (the eProcurement Catalog) may be paid for by SDO or Claim Voucher up to the agency delegation of authority: \$5,000 for standard delegation and \$25,000 for increased delegation.

QPA purchases must begin with a requisition in PeopleSoft eProcurement using the Search Catalog function to select the items to be purchased. The requisition should be copied to a purchase order, approved, budget checked, dispatched, and a printed hard copy generated. The PO should then be emailed, faxed, or mailed to the QPA vendor. When the goods are received, the invoice should be paid by SDO or claim voucher.

QPA Purchases above Streamlining Delegation

Purchases from QPAs (the eProcurement Catalog) with dollar amounts above the agency delegation of authority to be paid by Claim Voucher should be paid by an encumbered QPA Purchase Order.

QPA purchases must begin with a requisition in PeopleSoft eProcurement using the Search Catalog function to select the items to be purchased. The requisition should be copied to a purchase order, a printed hard copy generated, and the PO forwarded to the IDOA Procurement Division. IDOA will approve, budget check, and dispatch the PO in PeopleSoft, and process an encumbrance through the Auditor's Office.

Copies of the PO will be sent to the vendor and the agency when the Auditor has completed the encumbrance. When the requested items have been received from the vendor and accepted, the agency should sign the receiver copy, enter the quantity received, and forward it along with the vendor's invoice to the Auditor for payment.

QPA Confirming

Not allowed unless an exception has been granted by IDOA Procurement.

A QPA "Confirming" is used in cases where it is imperative that a purchase is made from a QPA contract immediately and the standard procedures bypassed. A confirming should only be necessary if the purchase is above an agency's delegation of authority to pay by Claim Voucher.

Create the requisition in PeopleSoft eProcurement using the Search Catalog function to select the items to be purchased. The requisition should be copied to a purchase order, approved, budget checked, dispatched, and a printed hard

copy generated. The PO should then be emailed, faxed, or mailed to the QPA vendor.

When the requested items have been received, attach the vendor invoice to the PO and forward it to the IDOA Procurement Division. Please be sure that the PO is clearly marked "Confirming". IDOA will send the receiver copy along with two copies to the Auditor for processing payment and return a copy of the receiver to the agency.

W-9 Requirement

The Auditor of State requires that all State of Indiana vendors provide a W-9 (Taxpayer Identification Number) form prior to payment being issued. The taxpayer information provided by vendors is entered and maintained in the Auditor of State's database known as VIN-Q. All agencies may have access to VIN-Q to verify that the remitting address of the vendor to be paid is listed. For information regarding VIN-Q, contact Cindy Goss, Manager of Computer Operations, at (317) 233-3277.

For quotations less than \$5,000 (\$25,000 for agencies with Increased Delegation), check VIN-Q to see if the awarded vendor's remitting address is listed. If the answer is yes, no further information is needed. If the answer is no, the vendor must provide a W-9 form to be included with the Claim Voucher and Voucher Abstract when submitted to the Auditor for payment.

For quotations \$5,000 to \$25,000 (\$25,000 to \$75,000 for agencies with Increased Delegation), check VIN-Q to see if the remitting address of vendor being recommended for award is listed. If the answer is yes, no further information is needed. If the answer is no, the recommended vendor must provide a W-9 form to be included with the recommendation and solicitation file sent to the IDOA Procurement Division for review.

Direct Deposit Requirement

The Auditor of State requires that all payments to vendors by made via direct deposit (**IC 4-13-2-14.8**). The vendor must complete State Form 47551 to sign up for direct deposit. The form can be located at www.in.gov/auditor/forms. The completed form must be submitted with the W-9 or directly to the Auditor's Office.

LATE PAYMENTS

The Auditor of State is responsible for processing payments to vendors for all purchases. As stated in Indiana Code (IC) 5-17-5-1, unless there is contract language specifying the terms and conditions of payment, vendors are to be paid within thirty-five (35) days of the date on the vendor's invoice. If payment is made after day thirty-five (35), a penalty of one percent (1%) per month (compounded monthly) of the gross payment due to the vendor will be assessed.

Incorrect Invoice Dates

If the date on the vendor's invoice conflicts with the date that the agency received the goods or services, this conflict should be noted on the PO Receiver Copy or Claim Voucher and on the vendor's invoice. This notation can be made using a stamp, and the "adjusted" invoice date should be indicated in the stamp area. The Auditor's office will use the date specified by the agency as the correct invoice date. Identifying these dates correctly will allow agencies to avoid late payment penalties.

Good Faith Disputes

A good faith dispute involves goods or services received by an agency that do not conform to the agency specification requirements or quantities requested.

For the Auditor to properly calculate the late payment penalty or not assess a penalty when there is a good faith dispute, agencies must complete the Invoice Information section of the orange (receiver) copy of the purchase order. The vendor's invoice, bill, or statements are to be stamped with the date received. The orange copy of the purchase order is to be dated using the date that the goods or services are actually received and determined to be acceptable.

Special Contract Terms and Conditions

If there is internal contract language that determines when payment is to be made (and it conflicts with the 35-day policy), it should be indicated on the PO Receiver Copy or Claim Voucher and the vendor's invoice. The contract payment terms should also be indicated. This procedure should be followed only if the vendor's invoice date is in error and not in accordance with the agreed terms and conditions.

LEGALITIES

The Indiana Codes cited below are excerpts from State of Indiana statutes governing procurement practices. All designated procurement agents should at minimum be aware of the procurement codes as a reference. A comprehensive, searchable listing is available on the Internet at <http://www.in.gov/legislative/ic/code/>.

Artificially Dividing

Indiana Code (IC) 5-22-8-1 regarding artificially dividing purchases:

Sec. 1. (a) This chapter applies only to a purchase expected by the purchasing agent to be less than seventy-five thousand dollars (\$75,000).

(b) Purchase requirements may not be artificially divided so as to constitute a small purchase under this chapter.

As added by P.L.49-1997, SEC.1. Amended by P.L.7-1998, SEC.1.

Nomination of Purchasing Representatives

Indiana Code (IC) 4-13-1.3-5 regarding procurement agents:

Sec. 5. (a) Each state agency shall nominate a purchasing representative from among its employees to the department. The department [IDOA] may appoint the nominated employee as the purchasing representative or request another nomination.

(b) The purchasing representative shall do the following:

(1) Serve as a liaison between the state agency and the department.

(2) Prepare all forms that the department requires to be completed by the state agency.

(c) If a state agency has branches, facilities, or institutions located at multiple sites, the department may appoint a purchasing representative for any or all of the sites.

(d) The department shall provide training in purchasing procedures for the purchasing representatives.

(e) If a purchasing representative's actions are not satisfactory to the department, the department may revoke the appointment of the representative and require the state agency to nominate another representative.

(f) A state agency may not make purchases during any period during which the state agency does not have a purchasing representative.

As added by P.L.49-1997, SEC.8.

Mandatory Purchasing from PEN Products

IC 5-22-11

Chapter 11. Purchases from the Department of Correction

IC 5-22-11-1

Sec. 1. Subject to section 2 of this chapter, a governmental body shall purchase from the department of correction supplies and services produced or manufactured by the department under IC 11-10-6 as listed in the department's printed catalog unless the supplies and services cannot be furnished in a timely manner.

As added by P.L.49-1997, SEC.1.

IC 5-22-11-2

Sec. 2. Supplies and services purchased under this chapter must:

(1) meet the specifications and needs of the purchasing governmental body; and

(2) be purchased at a fair market price.

As added by P.L.49-1997, SEC.1.

IC 5-22-11-3

Sec. 3. The department of correction shall furnish each governmental body a catalog with the following information:

(1) Supplies and services available for sale.

(2) Prices of supplies and services available for sale.

As added by P.L.49-1997, SEC.1.

Mandatory Purchasing from INARF Work Centers

IC 5-22-13

Chapter 13. Purchases from Qualified Nonprofit Agencies for Persons with Severe Disabilities

IC 5-22-13-1

Sec. 1. As used in this chapter, "qualified agency" refers to a nonprofit agency for persons with severe disabilities that meets all of the following conditions:

(1) The agency complies with Indiana laws governing private nonprofit organizations.

(2) The agency is certified by the Wage and Hour Division of the United States Department of Labor.

(3) The agency meets the standards adopted by the secretary of family and social services.

(4) The agency makes reports under IC 16-32-2-7.

As added by P.L.49-1997, SEC.1.

IC 5-22-13-2

Sec. 2. (a) This section applies only to a governmental body that is a political subdivision.

(b) A governmental body may purchase supplies and services without advertising or calling for bids from a qualified agency under the same conditions as supplies produced by the department of correction are purchased under IC 5-22-11.

As added by P.L.49-1997, SEC.1.

IC 5-22-13-3

Sec. 3. (a) This section applies to a governmental body not covered by section 2 of this chapter.

(b) A governmental body shall purchase supplies and services without advertising or calling for bids from a qualified agency under the same conditions as supplies produced by the department of correction are purchased under IC 5-22-11.

As added by P.L.49-1997, SEC.1.

IC 5-22-13-4

Sec. 4. A governmental body may apportion purchases of supplies and services under this chapter on an equitable basis among the interested qualified agencies.

As added by P.L.49-1997, SEC.1.

IC 5-22-13-5

Sec. 5. Supplies and services purchased under this chapter must:

(1) meet the specifications and needs of the purchasing governmental body; and

(2) be purchased at a fair market price.

As added by P.L.49-1997, SEC.1.

Provision for Special and Emergency Procurements

Indiana Code (IC) 5-22-10

Chapter 10. Special Purchasing Methods

IC 5-22-10-1

Sec. 1. Notwithstanding any other provision of this article, a purchasing agent may make a purchase under this chapter without soliciting bids or proposals.

As added by P.L.49-1997, SEC.1.

IC 5-22-10-2

Sec. 2. A special purchase must be made with competition as is practicable under the circumstances.

As added by P.L.49-1997, SEC.1.

IC 5-22-10-3

Sec. 3. (a) A purchasing agent shall maintain the contract records for a special purchase in a separate file.

(b) A purchasing agent shall include in the contract file a written determination of the basis for:

(1) the special purchase; and

(2) the selection of a particular contractor.

(c) Notwithstanding any other law, a governmental body shall maintain a record listing all contracts made under this chapter for a minimum of five (5) years. The record must contain the following information:

(1) Each contractor's name.

(2) The amount and type of each contract.

(3) A description of the supplies purchased under each contract.

(d) The contract records for a special purchase are subject to annual audit by the state board of accounts.

As added by P.L.49-1997, SEC.1.

IC 5-22-10-4 Emergency conditions

Sec. 4. (a) A purchasing agent may make a special purchase when there exists, under emergency conditions, a threat to public health, welfare, or safety.

(b) The counterterrorism and security council established by IC 4-3-20-2 may make a purchase under this section to preserve security or act in an emergency as determined by the governor.

As added by P.L.49-1997, SEC.1. Amended by P.L.123-2002, SEC.9.

Legalities Regarding Procurement Contracts

Indiana Code 4-13-2-14.1 (a) requires that all contract involving a state agency be approved by (1) the Commission of DOA; (2) the Director of State Budget Agency (subject to certain dollar threshold amounts);and (3) the Attorney General.

Mandatory Clauses for All Contracts as Required Under Indiana Code

The following Terms and Conditions will be found in all contracts used within the Procurement Division, the State Addendum, Contract for Services, Equipment Lease Agreement (Rental), and the Equipment Lease Purchase Agreement (Lease to Own.). **Keep in mind the even though it might be a non-mandatory clause, before allowing a removal of a clause that you consider what you are purchasing and what the removal of the clause leave the State vulnerable to.**

Authority to Bind Contractor The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and certifies that this Contract is not subject to further acceptance by Contractor when accepted by the State of Indiana.

Mandatory Clause - Validates that the person signing on behalf of the contractor is authorized to bind them to this agreement.

Compliance with Laws

A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated there under, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12.

C. The Contractor certifies by entering into this Contract, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Contractor agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current or pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Contractor agrees that the State may delay, withhold, or deny work under any Supplement or contractual device issued pursuant to this Contract and any supplements or amendments.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

F. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

A. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed is a material breach of this Contract and grounds for immediate termination of the Agreement and denial of further work with the State.

B. The Contractor hereby affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

I. As required by IC 5-22-3-7:

(1) the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will

not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

Mandatory Clause – The Contractor is expected to know all applicable laws. What is listed above is a list of general clauses and applications that apply to all contractors.

Conflict of Interest

- E. As used in this section:
 - “Immediate family” means the spouse and the unemancipated children of an individual.
 - “Interested party,” means:
 - 4. The individual executing this Contract;
 - 5. An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or
 - 6. Any member of the immediate family of an individual specified under subdivision 1 or 2.
 - “Department” means the Indiana Department of Administration.
 - “Commission” means the State Ethics Commission.

- F. The Department may cancel this Contract without recourse by Contractor if any interested party is an employee of the State of Indiana.

- G. The Department will not exercise its right of cancellation under section B, above, if the Contractor gives the Department an opinion by the Commission indicating that the existence of this Contract and the employment by the State of Indiana of the interested party does not violate any statute or rule relating to ethical conduct of State employees. The Department may take action, including cancellation of this Contract, consistent with an opinion of the Commission obtained under this section.

- H. Contractor has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.

Mandatory Clause - Indiana Code section 4-2-6-8 requires certain person to file the disclosure of interests in contracts. This clause protects the State in anyone contractor having a direct tie to the work being performed.

Drug-Free Workplace Certification The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the Contractor’s workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, Contractor hereby further agrees that this contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- G. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- H. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- I. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- J. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- K. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- L. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

<p>Mandatory Clause – This language is required by Executive Order number 90-5. You MUST have this clause. Note that it has been modified in 2005 to apply only to Contractor's employees within the State of Indiana. State regarding any incidents with employees working in the State of Indiana to.</p>
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Funding Cancellation When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

Mandatory Clause – Indiana Code section 5-22-17-5. This clause protects the State should the funds are not appropriated or otherwise available to continue the contract. This clause would only be invoked should the funds no longer be available.

Governing Laws This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

Mandatory Clause – Indiana Code section 34-13-2-3 (d) The clause makes it requirement that any type of suit brought against the State must occur in the State of Indiana.

Information Technology Enterprise Architecture Requirements If Contractor provides any information technology related products or services to the State, Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are online at <http://iot.in.gov/architecture/>. Contractor specifically agrees that all hardware, software, and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if Contractor fails to cure a breach of this provision within a reasonable time.

***Mandatory Clause** – Indiana Code 4-13.1-3 This clause required the vendor to be in compliance with information technology related products or services to the State, Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are online at <http://iot.in.gov/architecture/>.

*This is only a mandatory clause when the contract is for IT technology product and services.

Nondiscrimination

Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Contract. The Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract. The Contractor's execution of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

Mandatory Clause – Indiana Code sections 22-9-1-10 & 5-16-6-1. This clause provides that the contract will not discriminate against employee or applicant in performing this contract.

Payments

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.

Mandatory Clause – Indiana Code section 4-13-2-14-8. This clause allows the state 35 days after receipt of invoice to make payment to the contractor and mandates the use of electronic funds transfer .

Penalties/Interest/Attorney's Fees

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, the Parties stipulate and agree that any liability resulting from the State of Indiana's failure to make prompt payment shall be based solely on the amount of funding originating from the State of Indiana and shall not be based on funding from federal or other sources.

Mandatory Clause – This clause protect the State from paying penalties, interest, and attorney's fees except as allowed in Indiana Code 5-17-5, Late Payments on Pubic Contracts, and 34-13-1-6, governing interest of the State.

SPECIAL PROCUREMENTS

As provided for by Indiana Code (IC 5-22-10), Special/Emergency purchasing methods may be used when unique circumstances exist, allowing standard practices to be circumvented. The need for this type of purchase must qualify under at least one of the criteria defined on the Source Selection Authorization for Special Procurement document (**Attachment J**), and justification **must** be provided explaining why this type of procurement is necessary (see Sample Justification for Special Procurement, **Attachment K**).

Special Procurements over an agency's delegation of authority to pay by Claim Voucher must be submitted to the Deputy Director of Buying, IDOA Procurement Division. If assistance is needed to determine if the necessary purchase qualifies as a Special Procurement, contact the Deputy Director of Buying at 317/232-3032. Any requisitions submitted as Special Procurements that do not qualify, will be returned for solicitation using the standard quotation procedure.

Procedures for Special Procurements

A Special Procurement purchase requires the use of RFQ solicitation package comprised of the standard purchasing forms as required for any purchase \$2,500 or more. The

solicitation documents may be faxed or mailed to prospective bidders. If for some reason competition cannot be sought a special procurement must be requested. Regarding procurement contracts, the following questions must be answered in your justification or the contract will be returned to you for the proper justification. The following points that must be addressed fully are:

- A. State in detail why this specific product is needed.
- B. Is this product needed for compatibility reasons?
- C. What research was done to determine that this is the best solution for the State and the price is fair and reasonable?
- D. What sets this product aside from similar products? What does this product offer that other products don't that is imperative to your operation?
- E. Why that particular contractor was chosen?
- F. Were other vendors contracted? (who, how many, results of contact, price)

Time-sensitive purchases with the potential to seriously impair the function of an agency may require that bidder responses are requested as quickly as needed; allowing the requirement that provides bidders seven business days to respond to be bypassed.

The requirement to solicit responses from at least three bidders may be suspended if the essential purchase can only be made from a single source, as in the purchase of a software upgrade or manufacturer specific replacement parts, for example. Only the bidder capable of meeting the agency's reasonable requirements should be solicited. The bidder **must** supply a letter or memo from the manufacturer certifying that the requested item or product is not available from another source. It will also be necessary to provide a price comparison to prove that the quoted price is fair and reasonable (see *Justification*, pg. 55, and *Fair and Reasonable Pricing*, pg. 56). The recommended bidder must return the necessary forms to be considered responsive.

Procedures for Special Procurements Under Emergency Conditions

Indiana Code provides for a special procurement when a threat to public health, welfare, or safety exists under emergency conditions. Qualifying purchases should be initiated by soliciting telephone quotations from three bidders (if possible).

After evaluating the telephone quotes, fax the Request for Quotation form (from PeopleSoft), along with the standard Terms and Conditions and the Signature section from the solicitation package to the bidder selected. The bidder should complete the forms and return them by fax to the procurement agent or designee.

Complete the Emergency Expenditure Documentation form (SF 47900, **Attachment L**) and a letter of justification (see **Attachment M** for an example). **Prior to the purchase**, fax all documentation and a request for approval to the Deputy Director of Buying, at 317/232-7312.

The procedures and required approvals outlined above apply only to purchases greater than \$2,500. Agencies have the authority to complete purchases less than \$2,500 using telephone quotations by delegation of authority under the Streamlining program.

Procedures for Opportunity Buys

ALL opportunity buys must be cleared through IDOA Procurement regardless of dollar amount. The Opportunity Buy form (**Attachment N**) should be completed and faxed the Deputy Director of Buying, IDOA Procurement (317/232-7312).

STREAMLINING PROGRAM COMPLIANCE

Quarterly Reports

Delegation of authority to complete purchases up to \$5,000 (\$25,000 for agencies with Increased Delegation) under the Streamlining program, requires that agencies not on full financials submit quarterly reports (**Attachment O**) to the IDOA Procurement Division, Compliance Section by the 10th of the month following the end of a quarter (i.e. October, January, April, and July). It is the responsibility of each agency head to ensure that the information provided is accurate and complete. If reports are not received by the required date, a reminder will be sent to the agency head procurement agent and their immediate supervisor.

The Compliance Section will allow agencies having computer programs capable of reporting the required information electronically to submit the required reports in varied formats, providing that ALL of the required information is supplied. Quarterly reports may be submitted via e-mail, disc, or hard copy sent to:

Indiana Department of Administration
Procurement Division, Compliance Section
402 W. Washington St., Room W468
Indianapolis, IN 46204

The quarterly report information will be used by the assessment staff to identify the documents agencies will be asked to provide for review during scheduled assessments. IDOA reserves the right, however, to request additional information if needed. Also, as IDOA has an obligation to report certain purchasing related information on behalf of all State agencies, the quarterly reports provided will assist IDOA in accomplishing this requirement. An annual report will not be necessary providing that all required information is submitted quarterly as required.

IDOA Performance Standard

The Compliance Section will periodically assess each agency's procurement procedural performance. The information gathered from these assessments will be maintained in the Compliance Section, and will detail the types of errors that might be found in procurement activities involving purchases paid for by purchase order, claim voucher, and SDO. A copy of the assessment results will be provided to the agency central office and/or where applicable. The information compiled from an agency's first assessment will determine the frequency of future assessments.

During assessments, the Compliance Section will review a random selection of the agency's procurement files. A minimum of 10% of all files or 30 files, whichever is greater, will be reviewed. If an agency has fewer than 30 files, 100% will be assessed.

The Assessment Criteria listed below assigns a percentage value based on the severity of possible infractions. After assessment, the assigned error percentages will be totaled and subtracted from 100%, giving a performance rating percentage.

For example . . .

After reviewing an agency's purchasing files, one error is found. The assigned percentage of that error is 10 percent. $100\% - 10\% = 90\%$. The performance rating is 90%.

It is important to note that the same error, on one file or all files, counts as one error only. After the assessment is completed, the results will be discussed with the procurement agent, and the agency will be given 10 working days to submit data to correct errors found (if applicable). If it is not possible to correct errors found, the performance rating will be adjusted accordingly.

90% is considered the *Acceptable Performance Measurement*.

ASSESSMENT CRITERIA

Appropriate Approvals

Failure to obtain approval for computer software/hardware purchases - 15% Statute
Failure to obtain approval for telecommunications purchases - 10% Policy
Failure to obtain approval for paper shredder/microfilming equipment purchases - 15% Statute
Failure to route printing for approvals to Commission of Public Records, EPIC, and PEN - 15% Statute
Failure to route to PEN Products - 15% Statute
Failure to obtain internal approvals - 10% Policy
Unapproved emergency purchase - 15% Statute
Unapproved exception Small Business Set-Aside - 15% Statute

Solicitation Procedure

Failure to solicit three vendors - 15% Statute
Failure to rotate vendors - 5% Procedure
Failure to solicit Small Business Set-Aside when applicable - 15% Statute
Failure to use the correct solicitation package - 15% Statute
Failure to use the correct contract - 15% Statute

Justification/Documentation

No justification/documentation for requesting a specific name brand - 10% Policy
No justification/documentation for awarding to the only quotation received - 10% Policy
No justification/documentation for awarding to other than low - 10% Policy
No justification/documentation for Special Procurements - 10% Policy
No justification/documentation for breaking a tie between quotations - 10% Policy
No justification/documentation for Emergency Procurements - 10% Policy
No justification/documentation of quote recommend, spreadsheet (15 line items or more) - 10%

Policy

Failure to properly document telephone quotations - 10% Policy

Evaluation

- Award to "late" quotation - 15% Statute
- Failure to obtain manufacturer certification for recycled preference claimed - 15% Statute
- Failure to obtain letter from manufacturer certification on Special Procurements - 15% Statute
- Failure to obtain signature page - 15% Statute
- Failure to obtain certification page for preference claimed on Small Business Set-Aside - 15% Statute
- Failure to date and time stamp in quotations - 10% Policy
- Use of red ink when making notations on quotations - 5% Procedure

Payment Method

- Improper payment method - 10% Policy
- Invoicing and payment amount - 10% Policy

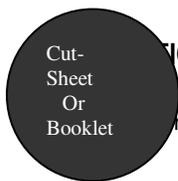
Legalities

- Artificially dividing procurements - 20% Statute
- Purchasing without an authorized Procurement Agent - 15% Statute
- Purchasing without seeking competition when applicable - 15% Statute

State Resource Purchases

- Failure to purchase from PEN Products, IN-ARF, and/or QPAs - 15% Statute

ATTACHMENT A



INSTRUCTIONS FOR STATE FORM

Form 47253E (8-95)

Print request number D2-8-36	Purchase Order number	Agency account number 1000/530200/108 500
Date of request 5-13-98	Date of Order	Delivery date required 6-22-98
State Form number 46917	Revision R3	Date (month, year) 12-97
	Quantity 1,000,00 0	Unit EACH

Ship to:
INDIANA ELECTION COMMISSION
302 W. WASHINGTON ST., E204
INDIANAPOLIS, IN 46204

Type of order
 New Copy changes
 No changes Specifications change

Type of form <input type="checkbox"/> Single (cut) sheet <input type="checkbox"/> Padded sheets <input type="checkbox"/> Book[let] <input type="checkbox"/> Card <input type="checkbox"/> Envelope <input type="checkbox"/> Label <input type="checkbox"/> Warrant/Check <input checked="" type="checkbox"/> MAILER	Composition / Artwork <input checked="" type="checkbox"/> All artwork provided <input type="checkbox"/> Mock-up provided <input type="checkbox"/> Construction diagrams provided <input type="checkbox"/> Layouts provided <input type="checkbox"/> Sample(s) provided
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Form title INDIANA MAIL-IN VOTER REGISTRATION APPLICATION
State agency/division INDIANA ELECTION COMMISSION

PG or PT	PAPER					INK			PERFORATIONS				PUNCH / DRILL				PRINT		M COL
	SIZE (in.)		COLOR	WT (Basis)	TYPE / GRADE	Face 1 ■STD PMS	Face 2 STD PMS	Backer ■STD PMS	MARGIN		EXTRA		POS	NO. OF Hole	DIA	CTR TO CTR	HEAD TO HEAD	HEAD TO FOOT	
	LEFT TO RIGHT	TOP TO BOTTOM							LEFT	RIGHT	HORZ	VERT							
1	8.5"	11"	white	110#	index	black		black			* 2							X	
NUMBERING See diagram for position / size						First number		Last number		Ink Color		GUARANTEED (No missing or duplicate nos.) SORT & LIST ALL MISSING NUMBERS (No duplicate numbers)							
STATIC CONSECUTIVE OCR																			
MICR MODULUS																			
BINDERY See diagram for positions / sizes																			
Type of fastening / binding			Wraparound			Padding *			Position of fastening			Saddle			Qu				
Glue		Staple	Sew	Open end		Chipboard back		Other:	Upper left corner		Top	Left	Right	Bottom	Right	s	s		
Spiral		Pad *	_____	Triad		Index cover		_____	Upper right corner		Bottom	Right	Right	Right	Right	s	s		
Forms Usage / Entry of Variable Data																			
TYPEWRITER					COMPUTER PRINTER					BY HAND					MACHINE SPACING				
Make					Make					Who Completes					HORIZONTAL (Pitch)		10 Charact	12 Charact	
Model					Model					Under What Conditions					VERTICAL (Line Space)		6 Lines-per	8 Lines-per	
Packaging																			
Special Instructions																			
VENDOR MUST COMPARE THE ARTWORK AND SPECIFICATIONS BEFORE PRINTING. SAMPLE IS AVAILABLE FOR VIEW FORMS MANAGEMENT. PERFORATIONS ON BOTH SIDES MUST MATCH UP TO ALLOW FOR FOLDING AS A MAILER. VENDOR TO ADD SELF-ADHESIVE, REMOVABLE TAPE STRIP TO BOTTOM OF FACE 1.																			
Specifications Written By:								Date Written: June 1, 1998				For additional information, telephone: (Between 8 A.M. and 4:30 P.M.)							

ATTACHMENT B

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT:** This Agreement contains the complete and final Agreement between the State and the Contractor and no other Agreement in any way modifying any of said terms and conditions will be binding upon the State or the Contractor unless made in writing and signed by the State's and the Contractor's authorized representative.
2. **PRICING:** Unit price must be entered and extended, and the total price of the solicitation must be shown. If there is an error between the unit price and total price, the unit price shall prevail. Awarded Prices: Prices listed for each item are firm and cannot be changed. Any revision in price may be rejected at the discretion of the IN Dept. of Administration, and may result in cancellation of the Purchase Order without recourse on the part of the awarded Contractor.
3. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be affected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to termination effective date, specifying the extent to which performance of services under which such termination becomes effective. The Contractor shall be compensated for performance prior to the notice date of termination but in no case shall total payment made to Contractor exceed the original Agreement price due on Agreement. No price increase shall be allowed on individual line items if canceled only in part.
4. **FUNDING CANCELLATION:** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
5. **INSURANCE:** If this Agreement provides for work to be performed by the Contractor for the State, the Contractor shall be responsible for providing all necessary unemployment and workers' compensation, insurance for the Contractor's employees and liability and property/casualty insurance, as required by the State. Upon request, the Contractor shall furnish a certificate of insurance showing coverage acceptable to the State.
6. **DELIVERY:** Delivery must be made at time agreed upon. If any indicated or actual delays arise, the using agency must be notified immediately, in writing, with the cause for such delay stated. If any goods are not delivered within the time specified on the Purchase Order, or within a reasonable time not exceeding 30 days after receipt of a Purchase Order if no time is specified, the using agency may refuse to accept such goods, and this Agreement may be cancelled. Each package shall be numbered and labeled with the State's Purchase Order number, contents and weight, and shall contain an itemized packing slip and be properly packed for shipment.
7. **QUANTITY:** Goods shipped in excess of quantity designated in the Purchase Order may be returned at the Contractor's expense.
8. **COMPLIANCE WITH SPECIFICATIONS:** The goods and/or services shall conform strictly to the specifications, drawings, or samples specified or furnished in connection with the bid/quote, all of which are incorporated herein. The Contractor warrants all goods and/or services delivered to be free from defects of material or workmanship. This warranty shall survive any inspection, delivery, acceptance, or payment by the State of the goods and/or services. Inspections shall be on the State's premises unless otherwise specified. The State shall have the right to reject and return at the Contractor's expense, or to require at the Contractor's expense, the correction or replacement of materials, workmanship, or services which are defective or do not conform to the requirements of the Purchase Order.
9. **WARRANTY:** The Contractor will furnish all parts and maintenance at no charge for a period of at least 90 days or the manufacturer's standard warranty, whichever is longer, provided that such maintenance and parts are not required because of accident, neglect, misuse, or force majeure event. Contractor shall be responsible for removal and/or disposal of all replaced parts. Prior to the expiration of the warranty period, whenever equipment is shipped for a mechanical replacement purpose, the Contractor shall bear all cost of such shipment including, but not limited to, cost of packing, transportation, rigging drayage, and insurance. All replacements shall be covered by a new warranty.
10. **INTELLECTUAL PROPERTY DEFENSE:** The Contractor shall, at its own expense, defend, indemnify and hold harmless the State with respect to any claims that the goods and/or services furnished under this Agreement violates any third party intellectual property rights including, but not limited to, patents, copyrights, trademarks and trade secrets.
11. **PAYMENTS:** All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC 4-13-2-20.
12. **COMPLIANCE WITH LAWS:** The Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the State and the Contractor to determine whether the provisions of this Agreement require formal modification.
13. **COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT:** As required by IC 5-22-3-7, the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and non-systemic violations, has not violated the terms of (i) IC 24-4-7 [Telephone Solicitation of Consumers], (ii) IC 24-5-12 [Telephone Solicitations], or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4-7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4-7 for the duration of the Agreement, even if IC 24-4-7 is preempted by federal law. The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and non-systemic violations, has not violated the terms of IC 24-4-7 in the previous three hundred sixty-five (365) days, even if IC 24-4-7 is preempted by federal law; and (B) will not violate the terms of IC 24-4-7 for the duration of the Agreement, even if IC 24-4-7 is preempted by federal law.
14. **NONDISCRIMINATION:** Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, the Contractor and its Agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, sex, disability, national origin, ancestry or status as a veteran. The Contractor, and its subcontractor(s), if any, shall comply with all applicable affirmative action reporting requirements. Breach of this covenant may be regarded as a material breach of this Agreement. The Contractor shall comply with Section 202 of Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended.
15. **DRUG-FREE WORKPLACE CERTIFICATION:** As required by Executive Order No. 90-5, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in Indiana has been convicted of a criminal drug violation occurring in the Contractor's workplace.
16. **TAXES:** Prices listed on an invoice submitted by the Contractor for payment is not to include any tax for which the State is exempt. The State will furnish a tax exempt certificate, if requested by the Contractor. The State will not be responsible for any taxes levied on the Contractor as a result of this Agreement.
17. **FORCE MAJEURE:** In the event that either party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits, because of natural disaster or decrees of governmental bodies not the fault of the affected party ("Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
18. **GOVERNING LAWS:** This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.
19. **INFORMATION TECHNOLOGY ENTERPRISE ARCHITECTURE REQUIREMENTS:** If Contractor provides any information technology related products or services to the State, Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are online at <http://ior.in.gov/architecture/>. Contractor specifically agrees that all hardware, software, and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Agreement for default if Contractor fails to cure a breach of this provision within a commercially reasonable time.

STATE OF INDIANA

ATTACHMENT C

Request for Quotation SOLICITATION NO: _____

REQUEST FOR:

REQUESTED BY:

REQUESTOR:

PHONE: _____ FAX: _____

YOUR RESPONSE MUST BE RECEIVED

BY: _____

GENERAL INFORMATION

The information below is provided to assist you in completing this request. Please note that these instructions may not contain all applicable requirements. Careful reading of this request is imperative. Failure to follow these instructions or those printed throughout this package could lead to rejection of your quotation. It is not necessary to return this page with your response.

- Type or print legibly in black ink all requested information, including prices and extensions, as well as accurate vendor information.
- Manually sign the "Signature Page and Contract" if applicable.
- Fax or mail your response to the Requestor listed above. **(IF THE RESPONSE IS GREATER THAN \$75,000, A MANUAL SIGNATURE IS REQUIRED, THEREFORE A FAX IS NOT ACCEPTABLE)**
AGENCY PERSONNEL ARE ONLY AUTHORIZED TO CONDUCT PURCHASE OF THIS DOLLAR AMOUNT ON MAINTENANCE AGREEMENT AND SOFTWARE LICENCES
- Do not add any contractual or payment terms and conditions. Terms and conditions of the award will be those listed in this request package and the resulting Purchase Order only.
- If you are not eligible to claim the Recycled Preference but are offering recycled content products, please list the percentage of content for EACH LINE ITEM and provide manufacturer certification.

- If you are not willing to accept a split award (partial order), your response must include the statement, "Bidding all or none."
- Your response must be received by the requested date and time indicated.
- If you have questions regarding this request, contact the requestor listed above.
- Bidders are not required to be registered with the Procurement Division to respond to a solicitation. If your quotation is recommended for an award, you will be notified of the registration requirements. You will have five (5) days from the date of notification to complete the registration requirements, or the recommended award will be canceled. To register or verify your registration status, please call the Procurement Division at (317) 232-6870. To register electronically, visit the BuyIndiana web site at www.BuyIndiana.IN.gov.

TERMS AND CONDITIONS

- 1. ACKNOWLEDGMENT:** This Agreement contains the complete and final Agreement between the State and the Contractor and no other Agreement in any way modifying any of said terms and conditions will be binding upon the State or the Contractor unless made in writing and signed by the State's and the Contractor's authorized representative.
- 2. PRICING:** Unit price must be entered and extended, and the total price of the solicitation must be shown. If there is an error between the unit price and total price, the unit price shall prevail. Awarded Prices: Prices listed for each item are firm and cannot be changed. Any revision in price may be rejected at the discretion of the IN Dept. of Administration, and may result in cancellation of the Purchase Order without recourse on the part of the awarded Contractor.
- 3. TERMINATION FOR CONVENIENCE:** This Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be affected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to termination effective date, specifying the extent to which performance of services under which such termination becomes effective. The Contractor shall be compensated for performance prior to the notice date of termination but in no case shall total payment made to Contractor exceed the original Agreement price due on Agreement. No price increase shall be allowed on individual line items if canceled only in part.
- 4. FUNDING CANCELLATION:** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
- 5. INSURANCE:** If this Agreement provides for work to be performed by the Contractor for the State, the Contractor shall be responsible for providing all necessary unemployment and workers' compensation, insurance for the Contractor's employees and liability and property/casualty insurance, as required by the State.. Upon request, the Contractor shall furnish a certificate of insurance showing coverage acceptable to the State.
- 6. DELIVERY:** Delivery must be made at time agreed upon. If any indicated or actual delays arise, the using agency must be notified immediately, in writing, with the cause for such delay stated. If any goods are not delivered within the time specified on the Purchase Order, or within a reasonable time not exceeding 30 days after receipt of a Purchase Order if no time is specified, the using agency may refuse to accept such goods, and this Agreement may be cancelled. Each package shall be numbered and labeled with the State's Purchase Order number, contents and weight, and shall contain an itemized packing slip and be properly packed for shipment.
- 7. QUANTITY:** Goods shipped in excess of quantity designated in the Purchase Order may be returned at the Contractor's expense.
- 8. COMPLIANCE WITH SPECIFICATIONS:** The goods and/or services shall conform strictly to the specifications, drawings, or samples specified or furnished in connection with the bid/quote, all of which are incorporated herein. The Contractor warrants all goods and/or services delivered to be free from defects of material or workmanship. This warranty shall survive any inspection, delivery, acceptance, or payment by the State of the goods and/or services. Inspections shall be on the State's premises unless otherwise specified. The State shall have the right to reject and return at the Contractor's expense, or to require at the Contractor's expense, the correction or replacement of materials, workmanship, or services which are defective or do not conform to the requirements of the Purchase Order.
- 9. WARRANTY:** The Contractor will furnish all parts and maintenance at no charge for a period of at least 90 days or the manufacturer's standard warranty, whichever is longer, provided that such maintenance and parts are not required because of accident, neglect, misuse, or force majeure event. Contractor shall be responsible for removal and/or disposal of all replaced parts. Prior to the expiration of the warranty period, whenever equipment is shipped for a mechanical replacement purpose, the Contractor shall bear all cost of such shipment including, but not limited to, cost of packing, transportation, rigging drayage, and insurance. All replacements shall be covered by a new warranty.
- 10. INTELLECTUAL PROPERTY DEFENSE:** The Contractor shall, at its own expense, defend, indemnify and hold harmless the State with respect to any claims that the goods and/or services furnished under this Agreement violates any third party intellectual property rights including, but not limited to, patents, copyrights, trademarks and trade secrets
- 11. PAYMENTS:** All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC 4-13-2-20.
- 12. COMPLIANCE WITH LAWS:** The Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal

statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the State and the Contractor to determine whether the provisions of this Agreement require formal modification.

13. COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT: As required by IC 5-22-3-7, the Contractor and any principals for the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation of Consumers], (ii) IC 24-5-12 [Telephone Solicitations], or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law. The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law.

14. NONDISCRIMINATION: Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, the Contractor and its Agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, sex, disability, national origin, ancestry or status as a veteran. The Contractor, and its subcontractor(s), if any, shall comply with all applicable affirmative action reporting requirements. Breach of this covenant may be regarded as a material breach of this Agreement. The Contractor shall comply with Section 202 of Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended.

15. DRUG-FREE WORKPLACE CERTIFICATION: As required by Executive Order No. 90-5, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in Indiana has been convicted of a criminal drug violation occurring in the Contractor's workplace.

16. TAXES: Prices listed on an invoice submitted by the Contractor for payment is not to include any tax for which the State is exempt. The State will furnish a tax exempt certificate, if requested by the Contractor. The State will not be responsible for any taxes levied on the Contractor as a result of this Agreement.

17. FORCE MAJEURE: In the event that either party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits, because of natural disaster or decrees of governmental bodies not the fault of the affected party ("Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

18. GOVERNING LAWS: This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

19. INFORMATION TECHNOLOGY ENTERPRISE ARCHITECTURE REQUIREMENTS: If Contractor provides any information technology related products or services to the State, Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are online at <http://iot.in.gov/architecture/>. Contractor specifically agrees that all hardware, software, and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Agreement for default if Contractor fails to cure a breach of this provision within a commercially reasonable time.

CLAIMING PURCHASING PREFERENCES

Each bidder should review the various procurement preferences allowed by State statute. A summary of the preferences can be found at the following link: <http://www.IN.gov/idoa/proc/PreferencesforWeb.pdf>

Each bidder must answer the following questions pertaining to purchasing preferences. No preference will be applied unless these questions have been answered and any required attachments included.

1. Are you claiming the U.S. Manufactured Product Preference (IC 5-22-15-21)? (This is per individual line and should be noted below)

Yes, _____ No _____

Vendor must provide information at the individual line level in regards to this preference. If yes, the bidder is certifying under penalties of perjury that each of the bidder's end products, except those listed under the Exceptions section, is a U.S. Manufactured Product as described in IC 5-22-15-21. A product is manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50% of the cost of all its components. (In determining if a product is manufactured in the United States, only the product and its components shall be considered.)

Please list what line items this preference will apply to:

2. Are you claiming the Preference to Coal Mined in Indiana (IC 5-22-15-22)?
Yes ___ No ___

3. Are you claiming the Indiana Business Preference (IC 5-22-15-20.5)? Yes ___ No ___

- Indicate under which provision for which you are claiming to qualify as an Indiana business for 1,2, and 3, fully complete the Indiana Economic Impact Form (State Form # 51778), and include it with your bid/proposal. If you are claiming this preference based #4 of #5, please submit the documentation as requested under each category.

___ (1) A business whose principal place of business is located in Indiana.

___ (2) A business that pays a majority of its payroll (in dollar volume) to residents of Indiana.

___ (3) A business that employs Indiana residents as a majority of its employees.

___ (4) A business that makes significant capital investments in Indiana.

Any company that can demonstrate a minimum capital investment of \$5 million or more in plant and/or equipment or annual lease payments of \$2.5 million or more qualifies as an Indiana business under category #4. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

___ (5) A business that has a substantial positive economic impact on Indiana.

Any company that is in the top 500 companies (adjusted) for one of the following categories: number of employees (DWD), unemployment taxes (DWD), sales tax (DOR), payroll withholding taxes (DOR), or Corporate Income Taxes (DOR); qualifies as an Indiana business under category #5. To verify that your company qualifies you can e-mail buyindianainvest@idoa.in.gov. Submit the response received for verification purposes.

4. Are you claiming the preference for supplies that contain recycled or post-consumer materials (IC 5-22-15-16) (the preference does not apply when the purchase description is limited to a supply that contains recycled materials or post-consumer materials)?

Yes ___ No ___

If yes, a manufacturer's certification must be submitted for each item or group of items for which the offeror is seeking a preference or the preference may not be considered.

5. Are you claiming the preference for soybean oil based ink (IC 5-22-15-18)?
Yes ___ No ___
6. Are you claiming the preference for soy diesel/bio diesel (IC 5-22-15-19)? Yes ___ No ___
7. Are you claiming the preference for foods/beverages that contain high levels of calcium (IC 5-22-15-24)?
Yes ___ No ___
8. Are you claiming the Indiana Small Business Preference (IC 5-22-15-23)? Yes ___ No ___

If yes, bidder must indicate which category of small business concern applies:

___ Wholesale business with annual sales of four million dollars (\$4,000,000) or less during its last fiscal year. "Wholesale

business, means a business that derives its principal source of income (over 50% of gross revenues) from sales to retailers, other

merchants, or industrial, institutional or commercial users who will use the goods for resale or business use. This definition

includes distribution activities.

___ Service business with average sales of five hundred thousand dollars (\$500,000) or less for the current and preceding three (3)

fiscal years and which employs no more than twenty-five (25) persons. "Service business," means a business that derives its

principal source of income (over 50% of gross revenues) from the sale of useful artistic, educational, intellectual, literary, or

scientific labor from which no necessary tangible commodity is derived.

___ Retail business or business selling services with annual sales and receipts of five hundred thousand dollars (\$500,000) or less.

"Retail business," means a business that derives its principal source of income (over 50% of gross revenues) from the sale of

supplies to the ultimate consumer.

___ Manufacturing business, which employs no more than one hundred (100) persons. "Manufacturing business" means a business

that derives its principal source of income (over 50% of gross revenues) from the sale of goods the firm produces at its own facility

made from raw, unfinished materials, as distinguished from the final product.

INDIANA ECONOMIC IMPACT - PROPOSALS AND CONTRACTS

ACCOUNTING OF OUT-OF-STATE DOLLARS FOR THIS PROPOSAL OR CONTRACT:

17	<u>Prime Contractor Company Name:</u>	
18	<u>Number of Employees</u> that are out-of-state residents specifically for this proposal or contract:	
19	<u>Gross Salary*</u> to out-of-state resident employees that will be expended for this proposal or contract:	
20	<u>Fringe Benefit**</u> cost for out-of-state resident employees for this proposal or contract:	

21	<u>Subcontractor Company Name:</u>			
22	Address/Contact Person/Telephone Number/Tax ID Number:			
23	<u>Number of Employees</u> that are out-of-state residents specifically for this proposal or contract:			
24	<u>Gross Salary*</u> to out-of-state resident employees that will be expended for this proposal or contract:			
25	<u>Fringe Benefit**</u> cost for out-of-state resident employees for this proposal or contract:			

26	<u>Out-of-State Supplier Name:</u>			
27	Address/Contact Person/Telephone Number/Tax ID Number:			
28	<u>Description of products or services</u> provided to the prime contractor that are directly related to this proposal or contract:			
29	<u>Cost</u> of direct supplies for this proposal or contract:			

30	<u>Affirmation by authorized official:</u> I affirm under penalties of perjury that the foregoing representations are true to be the best of my knowledge and belief:
	Signature: _____
	Name of authorized official: _____
	Title: _____
	Date: _____

*Gross Salary is defined as wages paid on a regular basis, usually weekly, bi-weekly, or monthly before any deductions.

**Fringe Benefits are defined as non-salary employee compensation. For the purposes of this report, only include insurance, retirement plans and bonuses.

MINORITY & WOMEN'S BUSINESS ENTERPRISES SUBCONTRACTOR COMMITMENT FORM

In accordance with 25 IAC 5-5, the contract goal for this solicitation, if it is for a purchase from the Good and/or Service Industry, is 3% for Minority participation and 3% for Women participation. It is the intent of IDOA Procurement Division to meet or exceed the above mentioned M/WBE goals. If participation exists the vendor must submit with its quote/bid a MWBE Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBED) directory of certified firms located at www.buyindiana.in.gov. If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this quote/bid and the cost of direct supplies for this quote/bid. Respondents must complete the Subcontractor Commitment Form in its entirety.

The Department reserves the right to verify all information included on the MWBE Subcontractor Commitment Form.

Respondents are encouraged to contact and work with MWBED at 317-232-3061 to design a subcontractor commitment to meet established goals as referenced in this solicitation.

Prime Contractors must ensure that the proposed subcontractors meet the following criteria:

- Must be listed on the IDOA Directory of Certified Firms
- Each firm may only serve as once classification – MBE or WBE
- A Prime Contractor who is an MBE or WBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- Must serve a commercially useful function. The firm must serve a value-added purpose on the engagement.
- Must provide goods or service only in the industry area for which it is certified as listed in the directory at www.buyindiana.in.gov
- Must be used to provide the goods or services specific to the contract
- National Diversity Plans are generally not acceptable

MINORITY & WOMEN'S BUSINESS ENTERPRISES SUBCONTRACTOR LETTER OF COMMITMENT

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract.

By submission of the quote/bid, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's M/WBE Program. Questions involving the regulations governing the MWBE Subcontractor Commitment Form should be directed to: Minority and Women's Business Enterprises Division at (317) 232-3061 or mwbe@idoa.in.gov.

STATE OF INDIANA MBE/WBE SUBCONTRACTOR COMMITMENT FORM

Quote/Bid
DUE DATE:
TOTAL Quote/ BID AMOUNT:

<input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm	
Company Name:	Contact Person:
Address:	E-mail:
Sub-Contract Amount:	Telephone Number: ()
Sub-Contract Percentage of Total Bid:	Fax Number: ()
	Describe service/product to be provided:
Provide approximate dates when Sub-Contractor will perform on this project:	

<input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm	
Company Name:	Contact Person:
Address:	E-mail:
Sub-Contract Amount:	Telephone Number: ()
Sub-Contract Percentage of Total Bid:	Fax Number: ()
	Describe service/product to be provided:
Provide approximate dates when Sub-Contractor will perform on this project:	

Respondent Firm

Address

City/State/Zip Code

Representative

Date

Telephone Number

Fax Number

Email Address

Authorizing Signature

Printed Name and Title

Please check if additional forms are attached.
Page _____ of _____

**If PARTICIPATION EXISTS THIS FORM MUST BE COMPLETED IN ITS
ENTIRETY WITH COMPLETED LETTERS OF COMMITMENT**

DRUG-FREE WORKPLACE CERTIFICATION

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Vendor and attached to the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions, including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

The Contractor/Grantee certifies and agrees that it will provide a drug-free workplace by:

- (a) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacturer, distribution, dispensing, possession or use of a controlled substance is prohibited in the Vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- (b) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the Vendor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- (c) Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- (d) Notifying in writing the contracting State Agency and the Indiana Department of Administration within ten (10) days after receiving notice from an employee under subdivision(c) (2) above, or otherwise receiving actual notice of such conviction; and
- (e) Within thirty (30) days after receiving notice under subdivision (c) (2) above of conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- (f) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

SECRETARY OF STATE REGISTRATION

In accordance with IC 5-22-16-4, an offeror or subcontractor desiring to perform any portion of the work described by this bid/quote that is a business required to register with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies.

Information concerning registration with the Secretary of State may be obtained by contacting:

Indiana Secretary of State of Indiana
Corporation Section
302 W. Washington St. Rom E018
Indianapolis, IN 46204
(317) 232-6576

COMPLIANCE CERTIFICATION

Responses to this bid solicitation serve as a warrant that the responding entity has properly registered as required by law with the Secretary of State and that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, and it agrees that it will immediately notify the State of any such actions. The respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Any respondent agrees that the State may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that State may bar the respondent from contracting with the State, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

ETHICS OBLIGATIONS

The contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq. and Indiana Code 4.2.7, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at [<http://www.in.gov/ethics/>>>](http://www.in.gov/ethics/). If the contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12 and 4.2.7.

PRICING

Unit price must be entered and extended, and the total price of the bid must be shown. Unit prices are to be bid on the basis of the unit specified. If there is an error between the unit price and total price, the unit price shall prevail. *Awarded Prices: Prices listed for each item are firm and cannot be changed.*

F.O.B. DESTINATION

The State requires all bids to be submitted on the basis of F.O.B. destination.

OPEN COMPETITION

The specifications are intended to be nonrestrictive. Although at times brand names and model numbers may be used, they are merely intended to be guidelines to establish criteria and quality for competitive bidding. Unless otherwise stated, alternate bids will be evaluated and may be acceptable as long as they can be verified as equal or better than specified as determined by the State. All bidders with alternate products shall submit detailed specifications with their bid.

CREATION OF BINDING AGREEMENT

A binding Agreement will be created only by the issuance of a Purchase Order at any time within the period stated on the Request for Quotation/Invitation to Bid form. The Binding Agreement will be governed by the terms and conditions included in this bid package. The Contractor shall make no deliveries on verbal orders except from the Using Agency on purchases less than \$5,000 and only with written approval on purchases greater than \$5,000 from the Indiana Department of Administration, Procurement Division.

EXCEPTIONS

_____ PLEASE CHECK IF APPLICABLE

Alternative requests must be equal or better than those specified as determined by the Indiana Department of Administration, and bidders deviating from specified items should provide, with his or her request, a listing of all areas in which his or her product deviates and fully explain and justify this alternative.

ANY EXCEPTIONS ARE TO BE NOTED BELOW AND LISTED BY LINE ITEM NUMBER.

NON-COLLUSION CERTIFICATION

This is to certify that the Bidder, being duly affirmed under oath says, that he or she is the contracting party; that he or she has not, nor has any other employee of the company represented by him or her, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he or she has not received or paid, any sum of money or other consideration for the execution of the annexed contract other than that which appears upon the face of the contract.

SIGNATURE

This is to certify that the bidder or any person on his or her behalf has examined and understands and agrees to the specifications, including General and Special conditions of this document.

BIDDER _____ FEDERAL ID
NUMBER _____ (Please circle to indicate if your FIN is a TIN or SSN)

ADDRESS

CITY _____ STATE _____ ZIP CODE _____

TYPE OF BUSINESS (i.e. Corporation, Sole Proprietor, LLC, etc)

NORTH AMERICAN INDUSTRY CLASSIFICATION SYTEM (NAICS CODE)

TELEPHONE NUMBER (_____) _____
E-Mail address: _____

If awarded a contract, the bidder will provide supplies, equipment, and/or services to the State of Indiana in accordance with the general conditions, specifications, certifications and other documents of this solicitation.

I, _____, the undersigned _____
(Signature) (Print Office Held)

of the above named bidder under penalties of perjury this _____ day of _____, _____,
certify
that I hold the aforementioned Office in the above bidder and that the representations are true and accurate.

ATTACHMENT D



STATE OF INDIANA

DEPARTMENT OF ADMINISTRATION

**PROCUREMENT DIVISION
402 W. WASHINGTON ST. W468
INDIANAPOLIS, IN 46204**

317/232 2052

NOTICE OF ADDENDUM #_ TO SOLICITATION

**REQUISITION #
OPENING DATE:**

(Enter Solicitation Number)
(Enter Opening Date or
Extended Opening Date Here)

(AREA TO TYPE CHANGES WITHIN THE QUOTE PACKAGE)

* * * * *

Should you desire to submit a bid, please do so on the basis of information detailed above.

The acknowledgement below should be signed and returned with your Invitation to Bid.

Procurement Division:

Buyer: _____

Approved: _____

-----**ACKNOWLEDGEMENT**-----

Receipt of Notice of Addendum, for Solicitation # _____

Vendor Name: _____

Signed: _____

Title: _____

Date: _____

ATTACHMENT E

SPLIT AWARD EXAMPLE

BU	RFQ ID	RFQ Line #	Vendor Name	Item	Quantity	UOM	Unit Price	Total Price	Considerations	Comment
00061	P22-2-2	1	3M TRAFFIC CONTROL MATERIALS		150.00	EA	33.92	5,088.00		
00061	P22-2-2	1	REHAB TECHNOLOGY CENTER		150.00	EA	39.55	5,932.50		
00061	P22-2-2	1	PRINTERS SUPPLY OF INDIANA INC		150.00	EA	41.98	6,297.00		
00061	P22-2-2	2	REHAB TECHNOLOGY CENTER		10.00	EA	25.23	252.30		
00061	P22-2-2	2	PRINTERS SUPPLY OF INDIANA INC		10.00	EA	32.44	324.40		
00061	P22-2-2	2	3M TRAFFIC CONTROL MATERIALS		10.00	EA	33.92	339.20		
00061	P22-2-2	3	PRINTERS SUPPLY OF INDIANA INC		20.00	BOX	21.00	420.00		
00061	P22-2-2	3	REHAB TECHNOLOGY CENTER		20.00	BOX	21.33	426.00		
00061	P22-2-2	3	3M TRAFFIC CONTROL MATERIALS		20.00	BOX	23.81	476.20		
00061	P22-2-2	4	PRINTERS SUPPLY OF INDIANA INC		100.00	EA	14.50	1,450.00		
00061	P22-2-2	4	REHAB TECHNOLOGY CENTER		100.00	EA	16.07	1,607.00		
00061	P22-2-2	4	3M TRAFFIC CONTROL MATERIALS		100.00	EA	28.52	2,852.00		
00061	P22-2-2	5	3M TRAFFIC CONTROL MATERIALS		20.00	EA	18.75	375.00		
00061	P22-2-2	5	REHAB TECHNOLOGY CENTER		20.00	EA	21.33	426.60		
00061	P22-2-2	5	PRINTERS SUPPLY OF INDIANA INC		20.00	EA	21.56	431.20		
00061	P22-2-2	6	3M TRAFFIC CONTROL MATERIALS		20.00	EA	17.01	340.20		
00061	P22-2-2	6	PRINTERS SUPPLY OF INDIANA INC		20.00	EA	22.39	447.80		
00061	P22-2-2	6	REHAB TECHNOLOGY CENTER		20.00	EA	23.58	471.60		
00061	P22-2-2	7	3M TRAFFIC CONTROL MATERIALS		100.00	EA	8.27	827.00		
00061	P22-2-2	7	PRINTERS SUPPLY OF INDIANA INC		100.00	EA	11.97	1,197.00		
00061	P22-2-2	7	REHAB TECHNOLOGY CENTER		100.00	EA	13.28	1,328.00		
00061	P22-2-2	8	3M TRAFFIC CONTROL MATERIALS		25.00	EA	10.43	260.75		
00061	P22-2-2	8	REHAB TECHNOLOGY CENTER		25.00	EA	11.48	287.00		
00061	P22-2-2	8	PRINTERS SUPPLY OF INDIANA INC		25.00	EA	19.37	484.25		
00061	P22-2-2	9	REHAB TECHNOLOGY CENTER		55.00	EA	20.11	1,106.05		
00061	P22-2-2	9	PRINTERS SUPPLY OF INDIANA INC		55.00	EA	20.91	1,150.05		
00061	P22-2-2	9	3M TRAFFIC CONTROL MATERIALS		55.00	EA	23.48	1,291.40		
00061	P22-2-2	10	3M TRAFFIC CONTROL MATERIALS		100.00	SET	25.23	2,523.00		
00061	P22-2-2	10	REHAB TECHNOLOGY CENTER		100.00	SET	28.05	2,805.00		

00061	P22-2-2	10	PRINTERS SUPPLY OF INDIANA INC		100.00	SET	28.51	2,851.00		
00061	P22-2-2	11	PRINTERS SUPPLY OF INDIANA INC		50.00	SET	23.02	1,151.00		
00061	P22-2-2	11	3M TRAFFIC CONTROL MATERIALS		50.00	SET	27.98	1,399.00		
00061	P22-2-2	11	REHAB TECHNOLOGY CENTER		50.00	SET	27.98	1,399.00		
00061	P22-2-2	12	REHAB TECHNOLOGY CENTER		75.00	EA	22.04	1,653.00		
00061	P22-2-2	12	PRINTERS SUPPLY OF INDIANA INC		75.00	EA	23.01	1,725.75		
00061	P22-2-2	12	3M TRAFFIC CONTROL MATERIALS		75.00	EA	25.23	1,892.25		

TOTALS

TWO-WAY SPLIT

3M = \$17,664.00 3M = \$ 9,413.95 (Items 1, 5, 6, 7, 8, 10)
 Rehab = \$17,694.05 Rehab = \$ 6,443.35 (Items 2, 3, 4, 9, 11, 12)
 Printers = \$17,929.45 1 additional PO = \$ 150.00
 TOTAL = \$16,007.90 (A total savings of \$1,656.70)

TWO-WAY SPLIT

THREE-WAY SPLIT

3M = \$ 9,413.95 (Items 1, 5, 6, 7, 8, 10) 3M = \$ 9,413.95 (Items 1, 5, 6, 7, 8, 10)
 Printers = \$ 6,221.20 (Items 2, 3, 4, 9, 11, 12) Rehab = \$ 3,011.35 (Items 2, 9, 12)
 1 additional PO = \$ 150.00 Printers = \$ 3,021.00 (Items 3, 4, 11)
 TOTAL = \$15,785.15 (A total savings of \$1,878.85) 2 add'l Pos = \$ 300.00
 TOTAL = \$15,746.30 (A total savings of \$1,911.70)

THE BEST VALUE FOR THE STATE IN THIS EVALUATION WOULD BE TO AWARD A THREE-WAY SPLIT.

ATTACHMENT G

DEPARTMENT OF ADMINISTRATION PROCUREMENT DIVISION/PRINTING SECTION ADDITIONAL TERMS AND CONDITIONS

1. Unless required by the specifications, vendors are requested to supply alternative quotations reflecting the use of recycled paper for this printing. If name brands are referenced to define paper stock requested and it is known as recycled within the industry, it is understood that a recycled stock is being requested for the finished product. If for any reason the referenced stock is no longer available, it is further understood that a stock equal to or greater than the one requested shall be offered.
 2. **A Certificate of Printing Contract Performance (SF#45769) must be completed, for every order issued, by the awarded vendor and submitted per the instructions in line item five (5) below.** This Certificate (State Form # 45769) has been provided within the solicitation package and is also available on the Internet at (<http://www.ai.org/icpr/webfile/formsdiv/index.html>). If you have questions about the Internet access of this form please call the Commission on Public Records at (317) 232-5927.
 3. Four samples of each item produced are to be furnished at the time of invoicing for the purpose of quality control check. **The samples provided must reflect the requirements provided within the specifications or the entire order may be rejected.**
 4. An original plus three (3) copies of each invoice is required (instructions on line item five (5) below).
 5. All invoices, artwork, samples and Certificate of Printing Contract Performance (SF# 45769) must be sent directly to **Indiana Commission on Public Records/Forms Management Division** 402 West Washington Street, Room W472, Indianapolis, IN 46204.
PAYMENT WILL NOT BE MADE UNTIL ALL OF THE ABOVE ITEMS ARE RECEIVED AND REVIEWED.
 6. Any and all negatives and artwork **created or provided** in connection with all purchases made by the State are the property of the State of Indiana and are to be returned as follows:
 1. **All items printed that are "State Forms" must have all artwork and negatives returned to Forms Management Division, ICPR (Artwork either provided by Forms Management or produced by a contractor.)**
 2. Artwork provided by an agency or produced by a contractor for Non-Form Items must be returned to the requesting agency.
- A BRIEF STATEMENT REGARDING THE DISPOSITION OF ARTWORK (for both State Forms and Non-Forms) MUST BE INCLUDED ON THE CERTIFICATE OF PRINTING CONTRACT PERFORMANCE (SF#45769).**
7. Exact quantity is to be delivered in accordance with the attached specifications. Any job furnished in quantity less than that requested will be considered incomplete and requests for payment will not be processed until completion, unless specifications call for partial delivery pre-arrangement. Quantities received by an agency exceeding the requested quantity will be retained by the requesting agency at no additional charge to that agency. Invoices reflecting charges for quantities less than or greater than that which had been requested will not be accepted for payment.
 8. Any omission in sequence of consecutively numbered items will be considered incomplete and in non-compliance with specifications.
 9. **Any changes, exceptions, or deviations from the solicited specifications are acceptable only when requested in writing by the agency and approved by the Contract Administration Division of the Department of Administration. Instructions by other agency personnel are not sufficient to authorize deviations from the solicited specifications and are unacceptable to support a claim for payment.**
 10. The awarded contractor shall conduct detailed quality inspection during the printing and before delivery. The contractor shall certify on the **required** Certificate of Printing Contract Performance that the product delivered meets the contract terms, conditions, and specifications. The contractor shall deliver to Indiana Commission on Public Records/Forms Management, four (4) samples of every item covered by this purchase, together with the Certificate of Printing Contract Performance, artwork and the invoice for this purchase. The listed items shall be delivered simultaneously prior to the delivery of the order.
 11. The vendor may request, at own expense, the artwork and samples be shipped by a reputable company provided that an accurate vendor account number is furnished. All awarded vendors are responsible for requesting/receiving the appropriate artwork and sample (if applicable) for the production of any award made. If after receiving the artwork and/or sample, there are any discrepancies from the specifications that were originally bid, the vendor must then confirm and verify with Forms Management that the correct specifications, artwork or samples have been provided. If for any reason an order is completed and the vendor failed to verify any discrepancy, the vendor will be held responsible.

If any instruction is not followed, payment will not be processed until all terms and conditions have been met. Payments that are delinquent due to the awarded vendor failing to follow the terms and conditions outlined within the solicitation will not be subject to interest charges.

NOTE: THE ADVANCE NOTIFICATION OF AWARD (previously utilized) WILL NOT BE PROVIDED.

ATTACHMENT H



**CERTIFICATE OF PRINTING
CONTRACT PERFORMANCE**

State Form 45769 (R / 11-93)

Name of contracting Vendor / EPIC / DOC	
Purchase Order Number	Request for Printing Number

- INSTRUCTIONS:**
1. Upon completion of printing job, contracting vendor's representative will inspect products to be shipped and select **FOUR** representative samples to be submitted with this Certification.
 2. After completing and signing this Certificate, samples will be attached and delivered to: Indiana Commission on Public Records
Forms Management Division
402 W. Washington St., Rm. W472
Indianapolis, IN 46204

PRODUCT DELIVERED UNDER CONTRACT			
DESCRIPTION (as shown in Purchase Order)	QTY DELIVERED	DATE DELIVERED	PLACE DELIVERY MADE

(Please check one)

Partial Order OR Completed Order

CERTIFICATION OF VENDOR

The undersigned, in order to induce prompt payment, hereby certifies, represents and affirms under penalties of perjury, to the Indiana Department of Administration:

1. That the attached required samples of the product specified in the above-cited Purchase Order have been inspected and compared to the delivered portion of the printing job, that they are representative of the entire quantity delivered, and that they are equal in quality to the entire printing job which has been produced and delivered in accordance with approved contract specifications (*except as noted in Item 5 below*);
2. That the contract terms and conditions have been fully performed, that no contract obligation remains unperformed by our firm, and that all approved contract specifications have been met (*except as noted in Item 5 below*);
3. That all artwork or other material either provided by or paid for by the State of Indiana to the vendor in connection with this contract order have been returned as noted in Item 6 below; and
4. That the individual executing this Certification affirms that every reasonable effort has been undertaken to verify the information transmitted here, and that the statements contained are true, accurate and complete to the best knowledge and belief of the undersigned individual.
5. Exceptions:

6. Disposition of artwork / material

Forms returned to	Indiana Commission on Public Records Forms Management Division 402 W. Washington St. Rm. W472 Indianapolis, IN 46204	Non - Forms Returned to "Ship to" Agency Delivered to _____
-------------------	---	--

Signature of contracting vendor representative	Printed / Typed name
Title of reviewer	Date signed

REVIEW OF SAMPLES AND DETERMINATION OF COMPLIANCE BY FORMS MANAGEMENT DIVISION, ICPR

The Forms Management Division of the Indiana Commission on Public Records, or the requesting agency's representative, has reviewed the samples submitted, compared them with the approved specifications, in the case of forms, and have determined that they are:

ACCEPTABLE "AS IS"
 NOT ACCEPTABLE for the following reason(s):
 ACCEPTABLE CONDITIONALLY for the following reason(s):

Signature of reviewer	Printed / typed name
Title of reviewer	Date signed

ATTACHMENT I



NOTIFICATION OF SURPLUS STATE - OWNED PROPERTY
State Form 13812 (R2/2-97)

Date
Original Acquisition Cost Was: ♣ Over \$2500 ♣ Less Than \$2500

DEPARTMENT OF ADMINISTRATION Operations Div / Surplus Property 6400 East 30 th Street Indianapolis, IN 46219
--

- INSTRUCTIONS: 1. Since this form contains 4 copies, type as much information as possible; for the remainder, print legibly and firmly
2. The agency completing this form is prohibited from disposing of surplus property without authorization from IDOA.
3. After authorization is given by Surplus Property Section, disposition agent must make changes to inventory.
4. If surplus computer equipment, use State Form 47055, "NOTICE OF STATE OWNED SURPLUS COMPUTERS".

Name of Notifying State Agency	Division	Name of Disposition Agent
Address of State Agency (<i>Number and Street, City, ZIP code</i>)	Account Number	Telephone Number ()

The following items of state owned property have been determined to be surplus to agency needs:					VALUE
QUANTITY	DESCRIPTION AND CONDITION OF ITEM(S) (List Make, Model, Year, I.D. or Serial No. for Motor Vehicles, See Note Below:)	SPECIFICATION OF ITEM(S) LISTED	FUND FROM WHICH ORIGINAL PURCHASE MADE	DISPOSITION REQUESTED	
UNIT			ORIGINAL ACQUISITION COST		
	(Estimate value in last Column) ♣ Usable ♣ Non-Usable		\$	♣ Sell ♣ Trade ♣ Transfer	\$
	(Estimate value in last Column) ♣ Usable ♣ Non-Usable		\$	♣ Sell ♣ Trade ♣ Transfer	\$
	(Estimate value in last Column) ♣ Usable ♣ Non-Usable		\$	♣ Sell ♣ Trade ♣ Transfer	\$
	(Estimate value in last Column) ♣ Usable ♣ Non-Usable		\$	♣ Sell ♣ Trade ♣ Transfer	\$
	(Estimate value in last Column) ♣ Usable ♣ Non-Usable		\$	♣ Sell ♣ Trade ♣ Transfer	\$
	(Estimate value in last Column) ♣ Usable ♣ Non-Usable		\$	♣ Sell ♣ Trade ♣ Transfer	\$
	(Estimate value in last Column) ♣ Usable ♣ Non-Usable		\$	♣ Sell ♣ Trade ♣ Transfer	\$
	(Estimate value in last Column) ♣ Usable ♣ Non-Usable		\$	♣ Sell ♣ Trade ♣ Transfer	\$
	(Estimate value in last Column) ♣ Usable ♣ Non-Usable		\$	♣ Sell ♣ Trade ♣ Transfer	\$

For Motor Vehicles, include Vehicle Identification Number (VIN), Commission Number, Mileage, and condition (POOR, AVERAGE OR GOOD)

I hereby affirm that the above - listed state surplus property is as described and has not been disposed of by this agency without proper authorization from the Department of Administration.	
Signature of Disposition Agent	Date Signed

DO NOT WRITE HERE FOR STATE SURPLUS	
APPROVED (<i>Make necessary changes to inventory record</i>)	
From	
To	
Signature of Approval	Date Signed

DISTRIBUTION OF COPIES	
White:	Department of Administration (Surplus Prop. / Oper. Div.)
Yellow:	Department of Administration (Procurement Division)
Pink:	Disposition Agent File
Goldenrod:	Receiving Agency (for transfer only)

ATTACHMENT I

Req. No: Agency:

Amount: Date:

**SOURCE SELECTION AUTHORIZATION
SPECIAL PROCUREMENT**

Pursuant to IC 5-22-10, I, Earl A. Goode, Commissioner of the Department of Administration, do hereby find and determine that the supplies and/or services referenced herein may be procured from _____ by a Special Procurement as follows:

- ___(1) A purchasing agent may make a special purchase when there exists, under emergency conditions, a threat to public health, welfare, or safety. IC 5-22-10-4
- ___(2) A purchasing agent may make a special purchase when there exists a unique opportunity to obtain supplies or services at a substantial savings to the governmental body. IC 5-22-10-5
- ___(3) A purchasing agent may make a special purchase at an auction. IC 5-22-10-6
- ___(4) A purchasing agent may make a special purchase of data processing contracts or license agreements for: IC 5-22-10-7
 - ___ (1) software programs; or
 - ___ (2) supplies or services, when only one (1) source meets the using agency's reasonable requirements.
- ___(5) A purchasing agent may make a special purchase when: IC 5-22-10-8
 - (1) the compatibility of equipment, accessories, or replacement parts is a substantial consideration in the purchase; and
 - (2) only one (1) source meets the using agency's reasonable requirements.
- ___(6) A purchasing agent may make a special purchase when purchase of the required supplies or services under another purchasing method under this article would seriously impair the functioning of the using agency. IC 5-22-10-9
- ___(7) A purchasing agent may make a special purchase when the purchasing agency has solicited for a purchase under another purchasing method described in this article and has not received a responsive offer. IC 5-22-10-10
- ___(8) A purchasing agent may make a special purchase for the evaluation of supplies or a system containing supplies for any of the following reasons: IC 5-22-10-11
 - ___(1) To obtain:
 - (A) functional information; or (B) comparative data.
 - ___(2) For a purpose that in the judgment of the purchasing agent may advance the long term competitive position of the governmental body.
- ___(9) A purchasing agent may make a special purchase when the market structure is based on price but the governmental body is able to receive a dollar or percentage discount of the established price. IC 5-22-10-12
- ___(10) Subject to sections 11 and 12, a purchasing agent may award a contract for a supply when there is only one (1) source for the supply and the purchasing agent determines in writing that there is only one (1) source for the supply. IC 5-22-10-13
- ___(11) A purchasing agent may make a purchase from a person when the purchasing agent determines in writing that: IC 5-22-10-14
 - (1) supplies can be purchased from the person or the person's authorized representative at prices equal to or less than the prices stipulated in current federal supply service schedules established by the federal General Services Administration; and
 - (2) it is advantageous to the governmental body's interest in efficiency and economy.
- ___(12) A purchasing agent may purchase supplies if the purchase is made from a person who has a contract with a federal agency and the person's contract with the federal agency requires the person to make the supplies available to the state or political subdivisions. IC 5-22-10-15
- ___(13) A purchasing agent may acquire supplies by accepting a gift for the purchasing agent's governmental body. IC 5-22-10-17
- ___(14) A purchasing agent for a state purchasing agency may make a special purchase of copyrighted materials to be used, provided, or distributed by a state agency. IC 5-22-10-18
- ___(15) A purchasing agent may make a special purchase from a public utility if the purchase or lease price is a negotiated price that considers the results of an independent appraisal that the purchasing agency obtains and an independent appraisal that the public utility obtains. IC 5-22-10-19

A written determination of the basis for the special procurement and for the selection of the particular contractor is attached. Special procurements exceeding twenty-five thousand (\$25,000), other than procurements under subsections (1) and (6), must be approved by the State Budget Agency before the contract is final.

Earl A. Goode, Commissioner/Date

Buyer Signature/Date

State Budget Agency/Date

ATTACHMENT K

TO: Teresa Deaton, CPPB, Program Director

FROM: Joan Q. Doe, Commissioner
State Poultry Board

DATE: July 6, 2001

RE: Sole Source Justification for Test Kits

This is to request your approval for a Sole Source Procurement for Pick-a-Chick chemical test kits from the Bird Barn in Westfield, Iowa.

The Federal Government requires the State of Indiana to file statistics concerning the poultry produced in the State. Specifically, this agency is required to select random samples of product equal to .25% of the State's poultry output and test these samples for bacteria counts and levels of certain chemicals.

Several years ago, this agency purchased a Chickalyzer Scanner from the Bird Barn on a Sealed Competitive Bid using open and non-restrictive specifications recommended by the Federal Government. The Pick-a-Chick test kits are designed to operate together with the Chickalyzer and no other test kit on the market will operate with the Chickalyzer to produce results acceptable to the Federal Government. I have attached a letter from Henry Becker of the Federal Food and Drug Administration indicating that the required scientific tolerance for the required tests cannot be achieved unless the scanner and test kits are designed to be compatible. I have also attached statements from the two other manufacturers of poultry analyzers in the United States indicating that their test kits will not operate in conjunction with the Chickalyzer.

The Bird Barn is the manufacturer and sole distributor of the Chickalyzer test kits. I respectfully request your approval of this request as a Sole Source based on the information provided above and in the attached letters.

State Form 47900 (Elec.

DOCUMENT NUMBER _____

EMERGENCY EXPENDITURE DOCUMENTATION

AGENCY _____ DATE REQUESTED _____

REASON FOR REQUEST

REQUESTED BY _____ PHONE _____

VENDORS CONTACTED

TOTAL PRICE

1. _____ \$ _____

2. _____ \$ _____

3. _____ \$ _____

APPROVED VENDOR _____

AMOUNT _____

APPROVED BY _____ DATE _____

FAX THIS COMPLETED FORM INCLUDING ALL NECESSARY JUSTIFICATIONS TO (317) 232-7312. ATTACH ADDITIONAL SHEETS IF NECESSARY.

ATTACHMENT M

Sample Emergency Justification Letter

TO: Teresa Deaton, CPPB, Program Director

FROM: State Agency

DATE: July 5, 2012

RE: Emergency Purchase Justification
Influenza Virus Vaccine

A recent outbreak of the A Tigris Rex strain of Influenza in the state of Indiana resulted in the death of 122 inmates of the Indiana Department of Correction and 189 patients in the Mental Health system.

The A Tigris Rex strain of Influenza is particularly virulent, and has spread very quickly through large institutions in several states. The close quarters in our State institutions and the weakened physical condition of many of our patients leaves them highly at risk for this deadly “Flu” strain.

Cases of A Tigris Rex were reported in four northern counties of the State last week, and the epidemic is expected to spread quickly through the rest of the State. Fluagen is the only product effective against this particular strain of Influenza. (See copy of a recent Medical Journal article attached.)

The health, welfare and safety of our Mental Health patients are clearly threatened due to the danger of this disease, and it is believed that an emergency procurement is well justified.

Agency Signature

IDOA Signature

Opportunity Buy

(Use a separate form for each food item)

Facility: _____

Facility Business Unit: _____

Facility Requestor: _____

Date: _____

Food item requested: _____

Firm/Company: _____

Vendor's Federal ID Number _____

Price: _____

Quantity requested: _____

Current Inventory on hand: _____

1. Will this purchase put you over the 30 day inventory policy? Yes/No

2. Is this firm registered with IDOA Procurement? Yes/No

3. Is this firm registered with Secretary of State? Yes/No

List the firm's control number _____

4. Price PEN: \$ _____

Price Prime Vendor: \$ _____

Price of Additional Source: \$ _____

(Avg.) Total Price / 3 = \$ _____

Price: \$ _____

(%) Lower: _____

(IF PRICE IS CONSIDERABLY LOWER (10%) THEN THE AVERAGE OF THE THREE SOURCES TESTED YOU HAVE JUSTIFICATION FOR AN OPPORTUNITY BUY.)

5. Is the purchase over \$2,500? Yes/No

6. If yes, the vendor must complete the RFQ package and all appropriate paperwork must be forwarded to Teresa Deaton-Reese for approval.

IDOA PROCUREMENT

APPROVED _____

DENIED _____

ATTACHMENT P

INDIANA BUSINESS PREFERENCE (IBP) **(IC 5-22-15-20.5)**

When a vendor claims the IBP they must indicate which provision qualifies them for this preference. The request should be evaluated in the following manner:

1. A business whose principal place of business is located in Indiana.
 - Check line # 6 on the IEI Form – must say Indiana. If line #6 says anything other than Indiana they cannot claim this preference under this provision. You may also check the Secretary of State Business registration site.
2. The majority of its payroll (in dollar volume) is paid to residents of Indiana.
 - Line # 14 & #15 must be complete. Divide line #14 by line #15 to calculate the percentage. This percentage must be greater than 50% to qualify for the preference under this provision.
3. Employs Indiana residents as a majority of its employees.
 - Line # 12 & #13 must be complete. Divide line #12 by line #13 to calculate the percentage. This percentage must be greater than 50% to qualify for the preference under this provision.
4. Significant capital investment in Indiana.
 - The information listed below must be submitted with the vendors quote/bid package.

Substantial Capital Investment:

Any company that can demonstrate a minimum capital investment of \$5 million or more in plant and/or equipment or annual lease payments of \$2.5 million or more shall qualify as an Indiana business under category #4. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

DOCUMENTATION:

- \$5 Million or more in plant and/or equipment - certified financial statement
- 2.5 Million in lease payment – copy of lease agreement/contracts

5. Substantial positive economic impact in Indiana.
 - The vendor must submit proof from the e-mail address listed below to verify their status. If the vendor does not submit this you should verify this yourself at the e-mail address listed below.

Substantial Indiana Economic Impact:

Any company that is in the top 500 companies (adjusted) for one of the following categories: number of employees (DWD), unemployment taxes (DWD), sales tax (DOR), payroll withholding taxes (DOR), or Corporate Income Taxes (DOR); it shall qualify as an Indiana business under category #5. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

To verify this information you should send an email to: buyindianainvest@idoa.in.gov

ATTACHMENT Q



RECORD OF TELEPHONE PRICE QUOTATIONS

State Form 43464 (R3 / 12-97)
Approved by State Board of Accounts 1998

Name of facility / institution				UNIT COST		
				VENDOR NUMBER 1	VENDOR NUMBER 2	VENDOR NUMBER 3
QUANTITY	ITEM AND NUMBER	BRAND	DESCRIPTION			
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

JUSTIFICATION FOR SELECTING A VENDOR

1. Name of vendor Address (street, number or rural route) City, state and ZIP code	Minority? <input type="checkbox"/> Yes <input type="checkbox"/> No	Name of contact person Telephone number () Date contacted (month, day, year)
2. Name of vendor Address (street, number or rural route) City, state and ZIP code	Minority? <input type="checkbox"/> Yes <input type="checkbox"/> No	Name of contact person Telephone number () Date contacted (month, day, year)
3. Name of vendor Address (street, number or rural route) City, state and ZIP code	Minority? <input type="checkbox"/> Yes <input type="checkbox"/> No	Name of contact person Telephone number () Date contacted (month, day, year)

Name of person receiving price quotations

ATTACHMENT R

ADDENDUM TERMS AND CONDITIONS

This Addendum is entered into by and between (Agency Name) (“the State”) and the entity designated as “**Contractor**”, below.

The purpose of this Addendum is to modify, delete, or amend certain terms and conditions set forth in the attached Form Contract prepared by Contractor (the “Form Contract”). This Addendum and the Form Contract are incorporated into each other and, when read together, shall constitute one integrated document. Any inconsistency, conflict, or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence and effect to this Addendum.

Contractor Name: (Contractor’s Legal Name)

Contractor Address:

Be sure to list the vendor’s name and address. **Mandatory information**

Title of Form Contract:

List the name of the Contractor’s Form Contract

Attached Form Contract consists of ____ pages (with / without) terms on both sides.

Insert the number of pages in the vendor’s contract only and circle if there are terms on one or both sides of the page! Do not count the pages of the State Contract.
Mandatory Information

This Contract shall be effective for a period of ____ months. It shall commence on _____ or date of final State approval, whichever is later, and shall terminate on _____ or ____ months after date of final approval, whichever is later.

The first blank must list the number of month(s) the contract will remain active. The second blank must list the start date (commencement date) and the third blank must list the end date (termination date) of the contract. **Mandatory Information**

Total consideration for term of the Contract is _____ (\$ xxx,xxx.xx).

Total amount to be paid to the vendor. You must spell it out as well as list it numerically.

1. Deleted Provisions

By mutual agreement of the parties, the following terms and conditions are deleted from the Form Contract:

- A. Any provision requiring the State of Indiana to provide insurance
 - **(IC 4.13.1.17(a) provides that a “state agency may not purchase insurance to cover loss or damage to property”)**
- B. Any provision requiring the State of Indiana to provide indemnity
 - **(The Indiana Constitution, Article X, section 3 provides that “no money shall be drawn from the Treasury, but in pursuance of appropriations made by law” An agreement to indemnify is in essence committing money to be drawn from the Treasury without appropriation.)**
- C. Any provision providing that the Contract be construed in accordance with laws other than those of the State of Indiana
 - **(IC34-13-2-3 specially provides that the State cannot agree to this)**
- D. Any provision providing that suit be brought in any state other than Indiana
 - **(IC 34-13-2-3 (d) specially provides that the State cannot agree to this)**
- E. Any provision providing for resolution of contract disputes
(This is a matter of the Attorney General will be responsible for litigation)
- F. Any provision requiring the State of Indiana to pay any taxes
 - **(IC 6-1.1-10-2, 6-1.1-11-9, and 6-2.5-5-16)**
- G. Any provision requiring the State of Indiana to pay penalties, liquidated damages, interest or attorney’s fees
 - **(IC5-17-5 governing late payments on public contracts and 34-14-1-6 and 34-54-8 governing judgments against the State.)**
- H. Any provision modifying the statute of limitations provided by Indiana statute.
 - **(This is a matter of policy, given the volume of contracts that are processed through the Attorney General’s Office)**
- C. Any provision relating to the time within which a claim must be made or suit brought.
 - **(This is a matter of policy given the volume of contract that are processed through the Attorney General’s Office)**
- J. Any provision requiring payment of consideration in advance unless authorized by an exception listed in **IC 4-13-2-20**

K. Any provision limiting disclosure of the contract in violation of the Access to Public Records Act, **IC 5-14-3-3.5**

L. Any provision giving the Form Contract precedence over this Addendum

No other clauses are deleted, unless specifically listed here _____.

By having the terms and conditions listed above, it invalidates these clauses should they be listed in the vendor's form contract. Therefore there is not a need to have the vendor remove these clauses from their contract.

The following terms and conditions are incorporated into and made a part of the Form Contract:

The Terms and Conditions that apply to all contracts will begin here with the Access to Records clause.

ATTACHMENT S

Contract For Services

This Contract, entered into by and between _____ (the “State”) and _____ (the “Contractor”), is executed pursuant to the terms and conditions set forth herein.

The first blank must list the State Agency and the second blank must list the vendor’s legal name.
Mandatory Information

WHEREAS, the State desires to contract for services for _____; and

A short description of the services being performed must be listed here. **Mandatory Information.**

WHEREAS, the Contractor has the necessary knowledge and expertise to provide such services.

NOW, THEREFORE, the parties agree as follows:

- 1. Duties of Contractor** Contractor shall provide the services set forth on Exhibit____, attached hereto and incorporated herein (the “Services”).

To avoid redundancies, instead of listing all of the services on the contract; language has been added that incorporates the entire Request for Quotation Package (RFQ) into the agreement. Once you’ve selected the low responsive and responsible vendor(s), label their quotation package(s) as Exhibit A. This should be listed on the page one (1) of the RFQ Form or on cover page.

MANDATORY INFORAMTION

- 2. Consideration** Contractor shall be paid, in arrears, as set forth on Exhibit _____, attached hereto and incorporated herein. The total remuneration under this Contract shall not exceed _____ (\$_____).

If the pricing is listed on the Request for Quotation Package, you would also list exhibit A here. If the vendor listed their pricing on a separate sheet, it would need to be listed exhibit B. The total remuneration amount must be written out in alpha and numeric form.

Mandatory Information

- 4. Term** This Contract shall be effective for a period of _____ months. It shall commence on _____ or date of final State approval, whichever is later, and shall terminate on _____ or _____ months after date of final approval, whichever is later.

The first blank must list the number of month(s) the contract will remain active. The second blank must list the start date (commencement date) and the third blank must list the end date (termination date) of the contract. **Mandatory Information**

All clauses previous talked about will follow beginning with the Access to Records clauses being clause #5.

IMPORTANT:

If this services is being processed and approved as a Special Procurement all duties must be listed within the contract or typed in a separate document and named Exhibit A.

ATTACHMENT T

Equipment Lease Agreement (Rental)

All clauses listed below are unique to the Equipment Lease Purchase and Equipment Lease Agreement.

This Lease Agreement (this "Agreement") is entered into by and between the State of Indiana, acting by and through the Department of Administration ("IDOA"), for and on behalf of _____(the "State") and _____(" the Lessor").

The first field must list the State Agency and the second the vendor who is a party to this lease. This must be the vendor providing the equipment – NOT A FINANCIAL INSTITUTION.

Mandatory Information

WHEREAS, the State desires to lease and use certain equipment described below with the right to purchase; and

WHEREAS, the Lessor is willing to provide and maintain such equipment and convey said equipment to the State.

NOW, THEREFORE, the parties enter into this Agreement upon the following terms and conditions:

1. Equipment Leased

a) The Equipment

Subject to the terms and conditions set forth below, the Lessor leases to the State and agrees to maintain the following described equipment (the "Equipment"):

This field should contain a description of the equipment being leased. Mandatory Information

The Equipment shall be new unless otherwise stated in this Agreement.

b) Delivery and Installation of the Equipment

1. The Lessor shall deliver and install the Equipment so that it shall be ready for acceptance by the State no later than _____. This date may be extended only by the mutual written consent of the parties.
2. The Equipment shall be delivered to and installed at the location designated by the State. The Lessor shall pay shipping and delivery costs.
3. The State agrees to have the site prepared in accordance with the Lessor's written minimum site and environmental requirements, a copy of which are attached hereto as Attachment_____.

(b) The clause covers the delivery and installation. A delivery time frame needs to be completed in the blank field.

A separate attachment will need to be prepared if there are special requirements before delivery can take place the vendor should provide instructions which should be incorporated into the contract in this area in section #3.) **This is not a mandatory field and may be marked N/A.**

4. Installation shall be performed by the Lessor in a professional and workmanlike manner in conformance with all recommendations of the manufacturer, and in compliance with good construction and engineering practices.

NON-Mandatory Clause – This clause protects the State should the Lessor not install the equipment based on the manufacture recommend requirements.

5. The Lessor shall schedule and coordinate the installation with the State to minimize interference with the State's activities in and around the facilities where the Equipment is to be located. Installation work shall be performed during the State's normal working hours, unless the State directs otherwise in writing prior to the commencement of installation.

NON-Mandatory Clause – This clause requires the lessor to schedule the installation at the State's convenience to minimize disruption of the daily duties.

c) Acceptance of the Equipment

1. Following the delivery and installation of the Equipment, the Lessor shall certify that the Equipment has been successfully installed and is ready for use. The State shall promptly inspect the Equipment and shall provide its written acceptance to Lessor. The Lessor may, upon the failure of the State to issue a written acceptance within ten (10) business days, demand a written acceptance, and the State will be deemed to have accepted the Equipment if it has not accepted or rejected the Equipment within ten (10) days after receipt of the Lessor's written demand for acceptance.
2. If the Equipment fails to conform to the requirements of this Agreement, including, but not limited to, the specifications of the Invitation to Bid/Request for Quotation and the representations contained in the bid of the Lessor, the Equipment may be rejected.
3. The Lessor shall provide the State operator with adequate instructional service in the operation of Equipment.

NON-Mandatory Clause – This clause requires the lessor to provide an adequate amount of training of new equipment.

Alterations and Modifications

Any alterations or modifications to the Equipment may be made only upon approval by the Lessor, which approval shall not be unreasonably withheld. The State agrees to remove any alteration or attachment and to restore the Equipment to its normal, unaltered condition, ordinary wear and tear excepted, prior to its return to Lessor, or upon notice from the Lessor that the alteration or attachment creates a safety hazard or renders maintenance of the Equipment impractical.

d) Insurance

Lessor shall maintain such insurance on the Equipment as it may be deem necessary to protect its interest therein. The State will not carry insurance on the Equipment.

e) Possession and Enjoyment

The Lessor hereby covenants to provide the State during the term of this Agreement with the quiet use and enjoyment of the Equipment, and the State shall, during the term of this Agreement, peacefully and quietly have, hold and enjoy the Equipment, without suit, trouble or hindrance, except as expressly set forth in this Agreement.

2. Maintenance of Equipment

- a) The Lessor shall keep the Equipment in good operating condition and shall advise the State of the preventative maintenance schedule, which shall be during the State's normal business hours at a time mutually agreeable to the parties. For this purpose, the Lessor shall have full and free access to the Equipment subject to the security policies and procedures of the State. Maintenance of the Equipment shall be provided on an "on call" basis. The Lessor must respond within twenty-four (24) hours of placement of service call unless provided otherwise in the bid/quotation documents.
- b) All repairs or remedial maintenance will be performed promptly after notification of malfunction. Lessor shall provide the State with a designated person or place to contract and shall make arrangements to enable its maintenance personnel or representatives to receive such notification promptly. Should a specific response time be required, either in the specifications listed in the Invitation to Bid/Request for Quotation or in the form of an addendum to this Agreement, the Lessor shall respond within said period.
- c) There will be no charge for travel expenses associated with maintenance service under this Agreement.

NON-Mandatory Clause – This clause outlines the responsibility of the lessor in regards to the Maintenance of the equipment. The response time is 24 hours after notification unless a different response time was listed in the Request for Quotation/Invitation to Bid. It also protects the State from paying any type of travel expense related to maintenance of the equipment.

d) The State agrees to pay, at the Lessor's applicable time and material rate then in effect, all charges for parts and maintenance and other service activities caused by: (1) misuse of the Equipment by the State, and (2) unauthorized alterations or modifications made by the State.

NON- Mandatory Clause – This clause sets the charges the State will pay for parts and maintenance if the State should misuse or make unauthorized alternations to the equipment.

- d) There will be no extra charge for replacement parts, except as provided in the paragraph above.

NON-Mandatory Clause – This clause protects the State from extra charges for items that should be include in the maintenance cost.

3. Consideration

The total amount due under this Agreement shall not exceed _____
(\$ _____).

The amount of the lease must be listed in these fields. The total remuneration amount must be written out in alpha and numeric form. **Mandatory Information**

Payments under this Agreement shall be made in arrears in equal (monthly) (quarterly) (annual) installments of \$_____ for lease of the Equipment and \$_____ for the service and maintenance of the Equipment, for a total monthly installment of \$_____.

You will select the correct timeframe for payments by circling the appropriate one. The first field must list the dollar amount of the equipment only. The second field must list the dollar amount of service and maintenance only with the third field being a total of the two. **Mandatory Information.**

4. Term

This Agreement shall be effective for a period of _____ months. It shall commence on _____ or date of final State acceptance, whichever is later, and shall terminate on _____ or _____ months after date of final approval/installation, whichever is later, or upon the State's exercise of its option to purchase, provided however that Lessor's obligation to offer maintenance services under paragraph 2(f) shall survive the expiration of this Lease.

The first blank must list the number of month(s) the lease will remain active. The second blank must list the start date (commencement date) and the third blank must list the end date (termination date) of the lease. **Mandatory Information**

ATTACHMENT U

Renewal

The form documents found in this section must be used in renewing a contract. Once this form is completed with the appropriate information the following needs to be sent to IDOA for processing:

- Requisition
- Copy of Original Contract
- Any Amendments
- Previous Renewals

Renewals, Amendments and Continuations

Renewal Boilerplate

Renewals should be used when your agency would like to continue the same terms and conditions of the original contract for an additional term. Renewals can not contain any modification to the contract.

Reminders:

1. An expired contract cannot be renewed.
2. A contract cannot be renewed if there was not a renewal clause in the original contract.
3. When you renew the contract you are bringing all of the original terms and conditions forward for another term (i.e. one additional year and \$10,000 more dollars).
4. Renewals must be numbered with the corresponding requisition number.
5. A renewal may allow for an increase in payment only if an increase has been provided for in the original contract.
6. The original contract being renewed MUST be attached to the renewal document, along with all ensuing renewals and amendments, if applicable.
7. The renewal signature page does not require the approval of the Attorney General's Office or the Information Technology Oversight Commission.
8. If you need to modify a contract, you must complete a contract amendment. Contract amendments may also be used to combine contract extensions and modifications.
9. Two types of renewal language have been offered for your use. ONLY USE ONE.

Renewal # _____

(For Renewals that DO NOT allow for a price increase)

Pursuant to IC 5-22-17-4 and the terms of the contract/grant, ____(Agency Name)_____ (hereinafter referred to as "State") exercises its option to renew its contract/grant with ____(Contractor's Name)_____ (hereinafter referred to as "Contractor" / "Grantee") under the same terms and conditions of the original contract/grant dated _(Original Contract Date)_. The entire contract/grant shall commence on (Original Contract Start Date) and shall terminate on (Expiration Date of Contract.)

The total amount of the renewal is the amount owing during the renewal period. The total remuneration of the contract/grant is the amount committed for the full life of the contract/grant.

Total amount of this renewal is \$_____. Total remuneration of this contract/grant is not to exceed \$_____.

Non-Collusion and Acceptance

You MUST have this clause in your renewal. THIS SHOULD BE THE FINAL CLAUSE BEFORE THE SIGNATURE PAGE. All Contracts, Grants, Amendments, Renewals, Addendums, etc. must include this clause.

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

All other matters previously agreed to and set forth in the original agreement shall remain in full force and effect.

In Witness Whereof, Contractor/Grantee and the State of Indiana have, through duly authorized representatives, entered into this contract/grant. The parties having read and understand the foregoing terms of the contract/grant do by their respective signatures dated below hereby agree to the terms thereof.

Contractor:

State of Indiana Agency:

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Department of Administration

State Budget Agency

Earl A. Goode, Commissioner
Date: _____

Charles E. Schalliol, Director
Date: _____

Indiana Office of Technology

Karl Browning, Chief Information Officer
Date: _____

Renewal # _____
(For Renewals that DO allow for a price increase)

Pursuant to IC 5-22-17-4 and the terms of the contract/grant, _____(Agency Name)_____ (hereinafter referred to as “State”) exercises its option to renew its contract/grant with _____(Contractor’s Name)_____ (hereinafter referred to as “Contractor” / “Grantee”) under the same terms and conditions of the original contract/grant dated _(Original Contract Date)_. The entire contract/grant shall commence on (Original Contract Start Date) and shall terminate on (Expiration Date of Contract.)

The total amount of the renewal is the amount owing during the renewal period. The total remuneration of the contract/grant is the amount committed for the full life of the contract/grant.

In accordance with the original contract/grant an increase of _____, shall be allowed during this renewal period.

The total amount of the renewal is the amount owing during the renewal period. The total remuneration of the contract/grant is the amount committed for the full life of the contract/grant.

Total amount of this renewal is \$_____. Total remuneration of this contract/grant is not to exceed \$_____.

Non-Collusion and Acceptance

You MUST have this clause in your contract. THIS SHOULD BE THE FINAL CLAUSE BEFORE THE SIGNATURE PAGE. All Contracts, Grants, Amendments, Renewals, Addendums, etc. must include this clause.

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

All other matters previously agreed to and set forth in the original agreement shall remain in full force and effect.

In Witness Whereof, Contractor/Grantee and the State of Indiana have, through duly authorized representatives, entered into this contract/grant. The parties having read and understand the foregoing terms of the contract/grant do by their respective signatures dated below hereby agree to the terms thereof.

Contractor:

State of Indiana Agency:

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Signature: _____

Date: _____

Department of Administration

Earl A. Goode, Commissioner

Date: _____

State Budget Agency

Charles E. Schalliol, Director

Date: _____

Indiana Office of Technology

Karl Browning, Chief Information Officer

Date: _____

ATTACHMENT V

AMENDMENTS

The Amendment Boilerplate should be used when you wish to alter the terms and/or conditions of an original contract. **If your agency wishes to modify the terms of the original contract and renew the contract for an additional term, both of these things can be done within an amendment.** See Amendment/Renewal Document. Be sure to consecutively number your amendments.

REMINDERS:

Amendments **MUST** be numbered.

The original contract being modified, and any amendment(s) previously executed, **MUST** be attached to the amendment document.

Please provide a justification as to why the original contract/grant must be amended. For example, why was the additional work being requested not in the original contract/grant? Is the

work covered under the amendment in line with the work described in the original contract/grant?

If you are amending the dollar amount of the original contract/grant, please explain the need for the increase/decrease and any deviation from the original rate of compensation.

The amendment signature page must duplicate the signature page of the original contract.

Amendment # _____

This is an Amendment to the (**Original Request for Quotation/Invitation to Bid /Requisition #**) entered into by and between (**Agency Name**) _____ (hereinafter referred to as “State”) and (**Contractor’s Name**) _____ (hereinafter referred to as “Contractor”) dated **(Original Contract Date)** _____. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the existing contract as follows:

This space is where you will list what needs to be altered from the original agreement. Example -- You increasing the amount because you need additional services or adding new/changed contract clauses as required by the Attorney General.

Total amount of this action is _____. Total remuneration of this contract is not to exceed_____.

The total amount of this action is the amount of increase for this amendment. The total remuneration of the contract is the amount committed for the full life of the contract.

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or

partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

Contractor:

(Where Applicable)

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Attested By: _____

State of Indiana Agency:

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Indiana Office of Technology

Department of Administration

Karl B. Browning
Chief Information Officer

Earl A. Goode
Commissioner

Date: _____

Date: _____

State Budget Agency

Office of the Attorney General

Charles E. Schalliol
Director
Date: _____

Stephen Carter
Attorney General
Date: _____